



Village of Northbrook

Board of Trustees

REGULAR MEETING AGENDA

**SANDRA "SANDY" FRUM BOARD ROOM
NORTHBROOK VILLAGE HALL, 1225 CEDAR LANE
TUESDAY, JULY 25, 2023**

7:30 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MINUTES APPROVAL

- A. Review and Approval of the July 11, 2023 Regular Board of Trustees Meeting Minutes

4. PUBLIC COMMENT TIME

Please Note - Members of the public wishing to respectfully share thoughts about any matter concerning the Northbrook Board of Trustees may do so by coming to a meeting and speaking during the "Public Comment" time on general matters, or by speaking if and when comment is called during debate on a specific matter that is listed on the agenda. Members of the public can also submit a written comment via the Village's website. Each written comment submitted on the website will be delivered to each member of the Village Board prior to the meeting but will not be read out loud at the meeting unless specifically requested. Please note that while the Village Board will not immediately respond to public comments at the meeting, or engage in a back and forth discussion during the meeting, we are of course actively listening to all comments, thoughts, and suggestions. Thank you for your understanding and taking the time to contribute to the success of our community.

5. MANAGER'S REPORT

6. WARRANT LIST

- A. Review and Approval of Payments to be Made

ATTACHMENTS:

- Payments to be Made Per Listing Dated July 1, 2023 - July 15, 2023 (Alpha & Descending Lists)

- B. Review of Frontage Deposit List Dated July 14, 2023

ATTACHMENTS:

- Frontage Deposit List Dated July 14, 2023

7. PRESIDENT'S REPORT

- A. COMMUNITY MOMENT

B. Commission Re-Appointments

ARTS COMMISSION

Ernie Halperin (Reappointment)

Kittie Yohe (Reappointment)

PEDESTRIAN & BICYCLE COMMISSION

Frank Blecker (Reappointment)

Kathryn Hofschild (Reappointment)

Tom Tebbe (Reappointment)

SENIOR SERVICES COMMISSION

Joseph Doane (Reappointment)

SUSTAINABILITY COMMISSION

Becky Lee (Reappointment)

Aaron Stash (Reappointment)

Stepen Ethan (Student Reappointment)

C. PROCLAMATION:

A Proclamation Recognizing August 1, 2023 as National Night Out

8. CONSENT AGENDA

The matters listed for consideration on the Consent Agenda are matters that appear to have the unanimous support of the Board of Trustees. The Village President will review, designate the resolution or ordinance number for passage and then inquire if any member of the Board or member of the public objects to any item on the Consent Agenda. If any objections are raised, the matter will be removed from the Consent Agenda and relocated to a location on this agenda for consideration during the appropriate Board Committee report. If no objection is voiced, the Village President will request a motion and second for passage of all items listed. The resultant roll call vote on the Consent Agenda will be applicable to each individual agenda item.

A. RESOLUTION NO.23-

A Resolution Authorizing a Contract for Construction of the Fiscal Year 2023/24 Local Drainage Improvement Program with ULB - Dry Waterproofing, Inc. of Hillside, Illinois

B. RESOLUTION NO.23-

A Resolution Approving the Renewal of Agreements for Emergency Contractual Assistance Services with Kloepfer Construction, Inc. of Northbrook, Illinois and Di Meo Brothers, Inc. of Elk Grove Village, Illinois

ATTACHMENTS:

- Exhibit A - Emergency Contractor Assistance
- Exhibit B - May 2023 CPI

C. RESOLUTION NO.23-

A Resolution Approving the Procurement of Services for Refurbishment of the Water Plant Vertical Turbine Circulating Pump by General Pump and Machinery, Inc. of Montgomery, Illinois

D. RESOLUTION NO.23-

A Resolution Approving a Utility Billing Agreement for 1425 Lee Road

ATTACHMENTS:

- NB - 1425 Lee Road - Utility Billing Agreement (July 2023)

E. RESOLUTION NO.23-

A Resolution Approving a Professional Services Agreement with Polco to Conduct a Community Survey

ATTACHMENTS:

- Professional Service Agreement - Polco
- Polco Response RFP

F. RESOLUTION NO.23-

A Resolution Approving a Contract for Cybersecurity Training Services from KnowBe4

ATTACHMENTS:

- Renewal 3 - Village of Northbrook - IL - KMSATD - 36 - 330

G. RESOLUTION NO.23-

A Resolution Waiving Competitive Bidding and Authorizing the Purchase of EAP Software from Harting Associates, Inc. of O'Fallon, IL

ATTACHMENTS:

- NB - Harting Associates Inc. EAP Software and Service Agreement_jb_071423

H. RESOLUTION NO.23-

A Resolution Approving an IGA with School District 225 for Reciprocal Reporting

ATTACHMENTS:

- IGA - Reciprocal Reporting D225

I. ORDINANCE NO.23-

An Ordinance Providing for the Disposal of Surplus Property/Evidence

ATTACHMENTS:

- Exhibit A - Inventory Manifest - 072523

COMMITTEE REPORTS**9. ADMINISTRATION AND FINANCE****10. PLANNING AND ECONOMIC DEVELOPMENT**

A. PRELIMINARY REVIEW - ZONING & DEVELOPMENT APPLICATIONS

The comments made by Board Members this evening are the preliminary comments of individual trustees and do not represent the opinion or final determination of the Village of Northbrook. No final decision on the requested relief can or will be made until after the matter goes through the Village zoning process, which may include a public hearing and recommendation by the Northbrook Plan Commission.

1. A Preliminary Review for a Child Day Care Facility at 2990 Dundee Road**ATTACHMENTS:**

- 2990 Dundee - Application Summary, Aerials, Site Photos
- 2990 Dundee - Sustainability Addendum
- 2990 Dundee - Applicant Submittal

11. COMMUNITY AND SUSTAINABILITY**12. PUBLIC WORKS AND FACILITIES**

- A. Review and Approval of the February 28, 2023 and July 11, 2023 Public Works and Facilities Meeting Minutes
- B. Update from July 11, 2023 Public Works and Facilities Committee Meeting

13. PUBLIC SAFETY**14. COMMUNICATIONS AND OUTREACH****15. REMARKS FOR THE GOOD OF THE ORDER****16. CLOSED SESSION****17. ADJOURN**

The Village of Northbrook is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Debbie Ford (847-664-4013) promptly to allow the Village of Northbrook to make reasonable accommodations for those persons. Hearing impaired individuals may call the TDD number, 847-564-8645, for more information.

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS
Tuesday, July 25, 2023

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTJULY 1, 2023 - JULY 15, 2023
FOR 07/25/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
303507	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW (*)	51,668.65
5833(A)	A/R CONCEPTS, INC.	COLLECTIONS - FIN	3,413.41
303430	AAA LOCK & KEY	SUPPLIES - PW	8.25
303467	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	996.35
5869(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
303524	ADVANCED AUTO PARTS AND CARQUEST	PARTS - PW	612.97
5834(A)	ADVANCED TREE CARE	SERVICES - PW	6,866.50
5835(A)	AIR ONE EQUIPMENT INC	TOOLS - FD	725.00
303506	AL WARREN OIL CO INC	FUEL - PW	40,908.23
303534	ALAN SMITH	TUITION REIMBURSEMENT - PD	1,004.49
303431	ALERT-ALL CORPORATION	SUPPLIES - FD	860.00
303523	ALLIED GARAGE DOOR INC	SERVICES - PW	440.49
5866(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW (*)	18,026.06
5864(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD	2,919.81
5867(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - FIN	519.19
303520	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	310.00
303432	AMERICAN UNDERGROUND, INC.	PROFESSIONAL SERVICES - PW (*)	75,000.00
303454	AMERICAN WATER WORKS ASSOCIATION	CONFERENCE - PW	97.00
303550	ANNE CLARK	UTILITY REFUND - FIN	23.45
5836(A)	ARAMARK UNIFORM & CAREER APPAREL	UNIFORMS - DPS	143.99
5837(A)	ARLINGTON POWER EQUIPMENT	SUPPLIES - PW	181.33
303497	ARTISTIC ENGRAVING	UNIFORMS - PD	404.50
303441	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS - IT	14,701.06
303501	AWESOME VENDING, INC	CANTEEN - FD	644.16
303508	BACKFLOW SOLUTIONS, INC.	SERVICES - PW	5,787.57
303435	BANNER PLUMBING SUPPLY COMPANY	SUPPLIES - PW	279.16
5838(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW	3,743.52
303436	BROTHERS ASPHALT PAVING, INC.	PROFESSIONAL SERVICES - PW (*)	28,230.89
303437	BROWNELLS, INC.	SUPPLIES - PD	26.49
303498	BUILDERS ASPHALT, LLC	MATERIALS - PW	620.94
5840(A)	C.E.S.	SUPPLIES - PW	267.80
5862(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	79.40
303438	CDS OFFICE TECHNOLOGIES	SUPPLIES - PD	1,284.00
5839(A)	CDW GOVERNMENT INC.	EQUIPMENT - IT	466.18
303515	CHARIZMA ENTERTAINMENT	PROFESSIONAL SERVICES - PD	500.00
303439	CHICAGOLAND PAVING CONTRACTORS,	PROFESSIONAL SERVICES - PW (*)	11,653.26
303440	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - DPS	270.00
303490	CINTAS CORPORATION #2	UNIFORMS - PW	174.94
303442	CLARK BAIRD SMITH LLP	LEGAL SERVICES - GG	165.00
303513	CLEARGOV INC.	SUBSCRIPTION - FIN	10,078.55
303443	COMCAST CABLE	CABLE/INTERNET - PD	115.72
303518	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	58,872.11
303528	CONSELLIX	UTILITIES - IT	6.79
303535	CRAIG ROSCOE	REIMBURSEMENT - PD	232.63
303536	DENISE JASSO	REIMBURSEMENT - PD	47.16
303530	DRAIN & PLUMBING SERVICES	SUPPLIES - PW	1,341.32
303444	EL-COR INDUSTRIES, INC.	PARTS - PW	1,102.14
303445	ENERGY GUARD INC.	SERVICES - PW	590.00
5841(A)	ENGINEERING RESOURCE ASSOCIATES INC	PROFESSIONAL SERVICES - PW (*)	21,713.82
303504	ENVIRONMENTAL PRODUCTS & ACCESS LLC	PARTS - PW	1,055.76
303446	FEDEX	SHIPPING - PD	17.02
5861(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	1,745.00

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTJULY 1, 2023 - JULY 15, 2023
FOR 07/25/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
5863(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN SERVICES - PW	184.26
303521	FLECK'S LANDSCAPING	PROFESSIONAL SERVICES - PW (*)	10,220.18
303447	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW (*)	3,138.83
303500	FUJITEC AMERICA, INC.	SERVICES - PW	282.50
303529	GALAXY ENVIRONMENTAL INC	PROFESSIONAL SERVICES - PW	5,000.00
5842(A)	GALLS, LLC	UNIFORMS - PD	283.00
303448	GEORGE GARNER CYCLERY, INC.	UNIFORMS - PD	91.99
303449	GOLF MILL FORD	PARTS - PW	1,120.52
303450	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	529.75
303451	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	78.72
303453	ILEAS	MEMBERSHIP - PD	240.00
303452	ILLINOIS ENVIRONMENTAL PROTECTION	ANNUAL FEE - PW	1,000.00
303455	ILLINOIS SECRETARY OF STATE	VEHICLE TITLE - PD	316.00
303456	INTERSTATE ALL BATTERY CENTER	SUPPLIES - PW	489.36
303457	INTERSTATE POWER SYSTEMS, INC.	SERVICES - PW	2,497.99
303545	IRINA GELFAND & JOE BARATS	REIMBURSEMENT - PW	2,379.00
303433	ITSAVVY LLC	EQUIPMENT - IT	1,890.40
303502	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	3,012.00
5854(A)	J.F. WAGNER PRINTING COMPANY	PROFESSIONAL SERVICES - GG	7,925.80
303533	JAMES KEIRNS	PERMIT REFUND - PD	5.00
303537	JAMISON HANSELMAN	REIMBURSEMENT - PD	72.25
303546	JARRED KLAPPER	UTILITY REFUND - FIN	326.82
303532	JEFFREY DAHL	ALARM REFUND - FIN	120.00
303538	JOHN SEILER	REIMBURSEMENT - PD	47.68
303458	JSN CONTRACTORS SUPPLY	SUPPLIES - PW	1,436.40
303547	KEVIN STEIN	UTILITY REFUND - FIN	649.00
5844(A)	KIESLER POLICE SUPPLY, INC.	SUPPLIES - PD	2,580.00
303459	KLOEPFER CONSTRUCTION, INC.	SERVICES - PW	1,112.58
303494	LEXISNEXIS RISK SOLUTIONS	SUBSCRIPTION - PD	1,266.67
303519	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	200.88
5845(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	128.45
5852(A)	M.E.S.	MAINTENANCE - FD	35.00
303460	MABAS DIVISION III	PROFESSIONAL SERVICES - FD	762.00
5865(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	440.79
303539	MATTHEW JOHNSON	REIMBURSEMENT - PD	151.20
303461	MAURO SEWER CONSTRUCTION, INC.	PROFESSIONAL SERVICES - PW (*)	452,050.67
303551	MAYER ENGEL	UTILITY REFUND - FIN	6.04
5847(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	184.09
5848(A)	MEADE INC.	SERVICES - PW	2,901.00
303462	MENONI & MOCOGNI, INC.	MATERIALS - PW	1,727.40
303463	METRA	LEASE AGREEMENT - PW	2,600.00
5849(A)	MGP, INC.	PROFESSIONAL SERVICES - PW (*)	18,540.00
5859(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	335.37
5850(A)	MID AMERICAN WATER OF WAUCONDA INC.	PROFESSIONAL SERVICES - PW (*)	17,425.00
5868(A)	MONICA ARGUMEDO, MD, LLC	PROFESSIONAL SERVICES - PD	250.00
303464	MONROE TRUCK EQUIPMENT, INC	SERVICES - PW	5,076.00
303499	MOORE LANDSCAPES, LLC	SERVICES - PW	600.00
5851(A)	MOTOROLA SOLUTIONS, INC.	SERVICES - PD	6,547.00
303465	MULTIPLE CONCRETE ACCESSORIES CORP.	SUPPLIES - PW	859.86
303466	MUNICIPAL FLEET MANAGERS ASSOC	TRAINING - PW	35.00
303514	MUNICIPAL SYSTEMS LLC	ANNUAL MAINTENANCE - IT	1,255.83
303503	NAPA AUTO PARTS	PARTS - PW	1,196.38

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTJULY 1, 2023 - JULY 15, 2023
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
303525	NELBUD SERVICES, LLC	SERVICES - PW	2,900.00
303526	NELBUD SERVICES, LLC	SERVICES - PW	300.00
303527	NELBUD SERVICES, LLC	SERVICES - PW	300.00
303549	NICHOLAS BEHL	UTILITY REFUND - FIN	759.87
303469	NICOR	UTILITIES - PW	2,908.12
303468	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	290.00
303470	NORTH SHORE GAS COMPANY	UTILITIES - PW	212.05
303510	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	2,388.33
303471	NORTHSORE OMEGA	PROFESSIONAL SERVICES - PW	752.00
303472	NORTHWEST FREIGHTLINER	PARTS - PW	786.06
303517	PEERLESS NETWORK, INC.	TELECOMMUNICATIONS - IT	4,564.76
303434	PETER BAKER AND SON	MATERIALS - PW	988.08
5853(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	4,056.56
303522	PRAIRIE STATE CYCLING SERIES LLC	MEMBERSHIP - GG	3,333.33
5855(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	36,879.68
303540	RICHARD RASH	REIMBURSEMENT - PD	115.21
303505	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00
303473	ROSE PEST SOLUTIONS	PROFESSIONAL SERVICES - PD	107.00
303474	ROWELL CHEMICAL CORPORATION	SUPPLIES - PW	7,272.60
303475	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	3,604.70
303548	S WILLIAMS	UTILITY REFUND - FIN	142.47
303541	SEAN KINCAID	REIMBURSEMENT - PD	11.14
303476	SENTINEL TECHNOLOGIES, INC.	EQUIPMENT - IT	3,658.68
303477	SHERMAN MECHANICAL INC.	SERVICES - PW	2,890.00
303478	SPOK, INC.	SUPPLIES - PW	59.76
303479	STANDARD EQUIPMENT COMPANY	PARTS - PW	998.89
303480	STANDARD LUMBER CO.	SUPPLIES - PW	86.40
303481	STATE TREASURER	PROFESSIONAL SERVICES - PW (*)	5,531.64
303544	STEVE LUECHT	REIMBURSEMENT - FD	150.00
303482	SUBURBAN ACCENTS INC.	SERVICES - PW	400.00
5857(A)	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW (*)	117,283.45
303483	SUNSET FOOD MART, INC.	CANTEEN - PW	502.42
303484	SWANSONS BLOSSOM SHOP	SERVICE RECOGNITION - FD	282.95
303511	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	875.21
303542	TERESA DREWES	REIMBURSEMENT - PD	418.74
5846(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
303485	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	100.00
303489	THOMSON REUTERS	SERVICES - PD	301.74
303486	TOTAL PARKING SOLUTIONS, INC.	PROFESSIONAL SERVICES - PW (*)	4,956.00
303487	UEMSI/HTV INC.	SERVICES - PW	409.04
303512	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	189.45
5843(A)	USABLUEBOOK	SUPPLIES - PW	1,150.00
5858(A)	USALCO	PROFESSIONAL SERVICES - PW (*)	8,856.58
303509	VERIZON CONNECT NWF INC.	SERVICES - PW	1,638.67
303493	VILLAGE OF ROMEOVILLE	PROFESSIONAL SERVICES - FD	550.00
303488	VOLLMAR CLAY PRODUCTS CO.	SUPPLIES - PW	2,215.00
5860(A)	WATER RESOURCES INC	PROFESSIONAL SERVICES - PW (*)	6,821.00
303495	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PD	518.00
303516	WAUCONDA ANIMAL HOSPITAL	K-9 CARE- PD	415.00
5856(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW (*)	4,897.57
303543	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	418.74
303491	WILSON LAWN & LANDSCAPE, LLC	PROFESSIONAL SERVICES - DPS	1,120.00

VILLAGE OF NORTHBROOK

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WARRANT LISTJULY 1, 2023 - JULY 15, 2023
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
303492	WINKLER'S TREE SERVICE INC.	SERVICES - PW	90.00
303531	WOLTER, INC.	PARTS - PW	24.38
303496	ZOLL MEDICAL CORP	SUPPLIES - FD (*)	35,695.75
CLASS 'A' TOTAL			1,233,882.74

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM WARRANT LIST

**JULY 1, 2023 - JULY 15, 2023
FOR 07/25/2023 MEETING**

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
303423	HOLSTE 1808 HOLDINGS LLC	SALES TAX SHARING - FIN (*)	80,916.00
303420	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	3,579.28
303421	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	3,579.28
303422	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	2,195.32
7/14/23	PAYROLL	7/14/2023 PAYROLL	996,786.50
381(E)	UPS	SHIPPING - PW	37.93
CLASS 'B' TOTAL			1,087,094.31
REPORT TOTAL			2,320,977.05

Village President

ATTEST:

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTJULY 1, 2023 - JULY 15, 2023
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CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
303461	MAURO SEWER CONSTRUCTION, INC.	PROFESSIONAL SERVICES - PW (*)	452,050.67
5857(A)	SUBURBAN TREE CONSORTIUM	PROFESSIONAL SERVICES - PW (*)	117,283.45
303432	AMERICAN UNDERGROUND, INC.	PROFESSIONAL SERVICES - PW (*)	75,000.00
303518	CONSTELLATION ENERGY CORPORATION	UTILITIES - PW	58,872.11
303507	A. EPSTEIN AND SONS INTERNATIONAL	PROFESSIONAL SERVICES - PW (*)	51,668.65
303506	AL WARREN OIL CO INC	FUEL - PW	40,908.23
5855(A)	REALTY & MORTGAGE CO.	SHF EXPENSE REIMB - FIN	36,879.68
303496	ZOLL MEDICAL CORP	SUPPLIES - FD (*)	35,695.75
303436	BROTHERS ASPHALT PAVING, INC.	PROFESSIONAL SERVICES - PW (*)	28,230.89
5841(A)	ENGINEERING RESOURCE ASSOCIATES INC	PROFESSIONAL SERVICES - PW (*)	21,713.82
5849(A)	MGP, INC.	PROFESSIONAL SERVICES - PW (*)	18,540.00
5866(A)	ALPHA BUILDING MAINTENANCE SERVICE	PROFESSIONAL SERVICES - PW (*)	18,026.06
5850(A)	MID AMERICAN WATER OF WAUCONDA INC.	PROFESSIONAL SERVICES - PW (*)	17,425.00
5869(A)	ADDIS LAW GROUP	LEGAL SERVICES - GG	17,000.00
303441	AT&T MOBILITY NATIONAL ACCOUNTS LLC	TELECOMMUNICATIONS - IT	14,701.06
303439	CHICAGOLAND PAVING CONTRACTORS,	PROFESSIONAL SERVICES - PW (*)	11,653.26
303521	FLECK'S LANDSCAPING	PROFESSIONAL SERVICES - PW (*)	10,220.18
303513	CLEARGOV INC.	SUBSCRIPTION - FIN	10,078.55
5858(A)	USALCO	PROFESSIONAL SERVICES - PW (*)	8,856.58
5854(A)	J.F. WAGNER PRINTING COMPANY	PROFESSIONAL SERVICES - GG	7,925.80
303474	ROWELL CHEMICAL CORPORATION	SUPPLIES - PW	7,272.60
5834(A)	ADVANCED TREE CARE	SERVICES - PW	6,866.50
5860(A)	WATER RESOURCES INC	PROFESSIONAL SERVICES - PW (*)	6,821.00
5851(A)	MOTOROLA SOLUTIONS, INC.	SERVICES - PD	6,547.00
303505	RICKMAN CONTRACT SERVICES, INC.	PROFESSIONAL SERVICES - FIN	6,500.00
303508	BACKFLOW SOLUTIONS, INC.	SERVICES - PW	5,787.57
303481	STATE TREASURER	PROFESSIONAL SERVICES - PW (*)	5,531.64
303464	MONROE TRUCK EQUIPMENT, INC	SERVICES - PW	5,076.00
303529	GALAXY ENVIRONMENTAL INC	PROFESSIONAL SERVICES - PW	5,000.00
303486	TOTAL PARKING SOLUTIONS, INC.	PROFESSIONAL SERVICES - PW (*)	4,956.00
5856(A)	WEIDNER FARMS MATERIAL INC.	MATERIALS - PW (*)	4,897.57
303517	PEERLESS NETWORK, INC.	TELECOMMUNICATIONS - IT	4,564.76
5853(A)	POMP'S TIRE SERVICE, INC.	SERVICES - PW	4,056.56
5838(A)	BAXTER & WOODMAN INC.	PROFESSIONAL SERVICES - PW	3,743.52
303476	SENTINEL TECHNOLOGIES, INC.	EQUIPMENT - IT	3,658.68
303475	RUSH TRUCK CENTERS OF ILLINOIS	PARTS - PW	3,604.70
5833(A)	A/R CONCEPTS, INC.	COLLECTIONS - FIN	3,413.41
303522	PRAIRIE STATE CYCLING SERIES LLC	MEMBERSHIP - GG	3,333.33
303447	FOOT STONE, INC.	PROFESSIONAL SERVICES - PW (*)	3,138.83
303502	J & B SOLUTIONS TO HEALTHY TREES	SERVICES - PW	3,012.00
5864(A)	AMAZON.COM SERVICES, INC.	SUPPLIES - PD	2,919.81
303469	NICOR	UTILITIES - PW	2,908.12
5848(A)	MEADE INC.	SERVICES - PW	2,901.00
303525	NELBUD SERVICES, LLC	SERVICES - PW	2,900.00
303477	SHERMAN MECHANICAL INC.	SERVICES - PW	2,890.00
303463	METRA	LEASE AGREEMENT - PW	2,600.00
5844(A)	KIESLER POLICE SUPPLY, INC.	SUPPLIES - PD	2,580.00
303457	INTERSTATE POWER SYSTEMS, INC.	SERVICES - PW	2,497.99
303510	NORTH SHORE LAWNSPRINKLER	SERVICES - PW	2,388.33
303545	IRINA GELFAND & JOE BARATS	REIMBURSEMENT - PW	2,379.00
303488	VOLLMAR CLAY PRODUCTS CO.	SUPPLIES - PW	2,215.00
303433	ITSAVVY LLC	EQUIPMENT - IT	1,890.40

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTJULY 1, 2023 - JULY 15, 2023
FOR 07/25/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
5861(A)	FIRE SAFETY CONSULTANTS, INC	PROFESSIONAL SERVICES - FD	1,745.00
303462	MENONI & MOCOGNI, INC.	MATERIALS - PW	1,727.40
5846(A)	TERRI LUECHT	SUPPLEMENT PAYMENT - FIN	1,659.00
303509	VERIZON CONNECT NWF INC.	SERVICES - PW	1,638.67
303458	JSN CONTRACTORS SUPPLY	SUPPLIES - PW	1,436.40
303530	DRAIN & PLUMBING SERVICES	SUPPLIES - PW	1,341.32
303438	CDS OFFICE TECHNOLOGIES	SUPPLIES - PD	1,284.00
303494	LEXISNEXIS RISK SOLUTIONS	SUBSCRIPTION - PD	1,266.67
303514	MUNICIPAL SYSTEMS LLC	ANNUAL MAINTENANCE - IT	1,255.83
303503	NAPA AUTO PARTS	PARTS - PW	1,196.38
5843(A)	USABLUEBOOK	SUPPLIES - PW	1,150.00
303449	GOLF MILL FORD	PARTS - PW	1,120.52
303491	WILSON LAWN & LANDSCAPE, LLC	PROFESSIONAL SERVICES - DPS	1,120.00
303459	KLOEPFER CONSTRUCTION, INC.	SERVICES - PW	1,112.58
303444	EL-COR INDUSTRIES, INC.	PARTS - PW	1,102.14
303504	ENVIRONMENTAL PRODUCTS & ACCESS LLC	PARTS - PW	1,055.76
303534	ALAN SMITH	TUITION REIMBURSEMENT - PD	1,004.49
303452	ILLINOIS ENVIRONMENTAL PROTECTION	ANNUAL FEE - PW	1,000.00
303479	STANDARD EQUIPMENT COMPANY	PARTS - PW	998.89
303467	ACE NORTHBROOK HARDWARE & RENTAL	SUPPLIES - PW	996.35
303434	PETER BAKER AND SON	MATERIALS - PW	988.08
303511	SYMMETRY ENERGY SOLUTIONS, LLC	UTILITIES - PW	875.21
303431	ALERT-ALL CORPORATION	SUPPLIES - FD	860.00
303465	MULTIPLE CONCRETE ACCESSORIES CORP.	SUPPLIES - PW	859.86
303472	NORTHWEST FREIGHTLINER	PARTS - PW	786.06
303460	MABAS DIVISION III	PROFESSIONAL SERVICES - FD	762.00
303549	NICHOLAS BEHL	UTILITY REFUND - FIN	759.87
303471	NORTHSORE OMEGA	PROFESSIONAL SERVICES - PW	752.00
5835(A)	AIR ONE EQUIPMENT INC	TOOLS - FD	725.00
303547	KEVIN STEIN	UTILITY REFUND - FIN	649.00
303501	AWESOME VENDING, INC	CANTEEN - FD	644.16
303498	BUILDERS ASPHALT, LLC	MATERIALS - PW	620.94
303524	ADVANCED AUTO PARTS AND CARQUEST	PARTS - PW	612.97
303499	MOORE LANDSCAPES, LLC	SERVICES - PW	600.00
303445	ENERGY GUARD INC.	SERVICES - PW	590.00
303493	VILLAGE OF ROMEOVILLE	PROFESSIONAL SERVICES - FD	550.00
303450	HOME DEPOT CREDIT SERVICES	SUPPLIES - PW	529.75
5867(A)	AMERICAN PRINTING TECHNOLOGIES INC	PRINTING - FIN	519.19
303495	WATERWAY GAS AND WASH COMPANY	MAINTENANCE - PD	518.00
303483	SUNSET FOOD MART, INC.	CANTEEN - PW	502.42
303515	CHARIZMA ENTERTAINMENT	PROFESSIONAL SERVICES - PD	500.00
303456	INTERSTATE ALL BATTERY CENTER	SUPPLIES - PW	489.36
5839(A)	CDW GOVERNMENT INC.	EQUIPMENT - IT	466.18
5865(A)	MACQUEEN EMERGENCY GROUP	PARTS - PW	440.79
303523	ALLIED GARAGE DOOR INC	SERVICES - PW	440.49
303542	TERESA DREWES	REIMBURSEMENT - PD	418.74
303543	WILLIAM HUMPHRIES	REIMBURSEMENT - PD	418.74
303516	WAUCONDA ANIMAL HOSPITAL	K-9 CARE- PD	415.00
303487	UEMSI/HTV INC.	SERVICES - PW	409.04
303497	ARTISTIC ENGRAVING	UNIFORMS - PD	404.50
303482	SUBURBAN ACCENTS INC.	SERVICES - PW	400.00
5859(A)	MICHAEL WAGNER & SONS, INC	SUPPLIES - PW	335.37

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTJULY 1, 2023 - JULY 15, 2023
FOR 07/25/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
303546	JARRED KLAPPER	UTILITY REFUND - FIN	326.82
303455	ILLINOIS SECRETARY OF STATE	VEHICLE TITLE - PD	316.00
303520	AMERICAN TAXI DISPATCH, INC	SENIOR TRANSPORTATION - FIN	310.00
303489	THOMSON REUTERS	SERVICES - PD	301.74
303526	NELBUD SERVICES, LLC	SERVICES - PW	300.00
303527	NELBUD SERVICES, LLC	SERVICES - PW	300.00
303468	NORTH EAST MULTI-REGIONAL TRAINING	TRAINING - PD	290.00
5842(A)	GALLS, LLC	UNIFORMS - PD	283.00
303484	SWANSONS BLOSSOM SHOP	SERVICE RECOGNITION - FD	282.95
303500	FUJITEC AMERICA, INC.	SERVICES - PW	282.50
303435	BANNER PLUMBING SUPPLY COMPANY	SUPPLIES - PW	279.16
303440	CHRISTOPHER B. BURKE ENGINEERING	PROFESSIONAL SERVICES - DPS	270.00
5840(A)	C.E.S.	SUPPLIES - PW	267.80
5868(A)	MONICA ARGUMEDO, MD, LLC	PROFESSIONAL SERVICES - PD	250.00
303453	ILEAS	MEMBERSHIP - PD	240.00
303535	CRAIG ROSCOE	REIMBURSEMENT - PD	232.63
303470	NORTH SHORE GAS COMPANY	UTILITIES - PW	212.05
303519	LINDE GAS & EQUIPMENT INC.	SUPPLIES - PW	200.88
303512	UNITED DISPATCH	SENIOR TRANSPORTATION - FIN	189.45
5863(A)	FIRST CHOICE COFFEE SERVICES	CANTEEN SERVICES - PW	184.26
5847(A)	MC MASTER-CARR SUPPLY COMPANY	SUPPLIES - PW	184.09
5837(A)	ARLINGTON POWER EQUIPMENT	SUPPLIES - PW	181.33
303490	CINTAS CORPORATION #2	UNIFORMS - PW	174.94
303442	CLARK BAIRD SMITH LLP	LEGAL SERVICES - GG	165.00
303539	MATTHEW JOHNSON	REIMBURSEMENT - PD	151.20
303544	STEVE LUECHT	REIMBURSEMENT - FD	150.00
5836(A)	ARAMARK UNIFORM & CAREER APPAREL	UNIFORMS - DPS	143.99
303548	S WILLIAMS	UTILITY REFUND - FIN	142.47
5845(A)	LOGSDON OFFICE SUPPLY	SUPPLIES - PW	128.45
303532	JEFFREY DAHL	ALARM REFUND - FIN	120.00
303443	COMCAST CABLE	CABLE/INTERNET - PD	115.72
303540	RICHARD RASH	REIMBURSEMENT - PD	115.21
303473	ROSE PEST SOLUTIONS	PROFESSIONAL SERVICES - PD	107.00
303485	THOMPSON ELEVATOR INSPECTION	PROFESSIONAL SERVICES - DPS	100.00
303454	AMERICAN WATER WORKS ASSOCIATION	CONFERENCE - PW	97.00
303448	GEORGE GARNER CYCLERY, INC.	UNIFORMS - PD	91.99
303492	WINKLER'S TREE SERVICE INC.	SERVICES - PW	90.00
303480	STANDARD LUMBER CO.	SUPPLIES - PW	86.40
5862(A)	CABCONNECT	SENIOR TRANSPORTATION - FIN	79.40
303451	IDLEWOOD ELECTRIC SUPPLY, INC.	SUPPLIES - PW	78.72
303537	JAMISON HANSELMAN	REIMBURSEMENT - PD	72.25
303478	SPOK, INC.	SUPPLIES - PW	59.76
303538	JOHN SEILER	REIMBURSEMENT - PD	47.68
303536	DENISE JASSO	REIMBURSEMENT - PD	47.16
5852(A)	M.E.S.	MAINTENANCE - FD	35.00
303466	MUNICIPAL FLEET MANAGERS ASSOC	TRAINING - PW	35.00
303437	BROWNELLS, INC.	SUPPLIES - PD	26.49
303531	WOLTER, INC.	PARTS - PW	24.38
303550	ANNE CLARK	UTILITY REFUND - FIN	23.45
303446	FEDEX	SHIPPING - PD	17.02
303541	SEAN KINCAID	REIMBURSEMENT - PD	11.14
303430	AAA LOCK & KEY	SUPPLIES - PW	8.25

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LISTJULY 1, 2023 - JULY 15, 2023
FOR 07/25/2023 MEETING

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
303528	CONSTELLIX	UTILITIES - IT	6.79
303551	MAYER ENGEL	UTILITY REFUND - FIN	6.04
303533	JAMES KEIRNS	PERMIT REFUND - PD	5.00
CLASS 'A' TOTAL			1,233,882.74

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM WARRANT LIST

**JULY 1, 2023 - JULY 15, 2023
FOR 07/25/2023 MEETING**

CHECK NUMBER	VENDOR NAME	PURPOSE	AMOUNT
CLASS 'B' WARRANTS			
7/14/23	PAYROLL	7/14/2023 PAYROLL	996,786.50
303423	HOLSTE 1808 HOLDINGS LLC	SALES TAX SHARING - FIN (*)	80,916.00
303420	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	3,579.28
303421	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	3,579.28
303422	MIDWEST OPERATING ENGINEERS WELFARE	HEALTH INSURANCE - GG	2,195.32
381(E)	UPS	SHIPPING - PW	37.93
CLASS 'B' TOTAL			1,087,094.31
REPORT TOTAL			2,320,977.05

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the day

of 20 .

Village President

ATTEST:

VILLAGE OF NORTHBROOK

GENERAL LEDGER SYSTEM
WARRANT LIST

JULY 14, 2023 FRONTAGE DEPOSIT REFUNDS

CHECK

NUMBER VENDOR NAME

PURPOSE

AMOUNT

303424	HALLORAN & YAUCH INC	FRONTAGE DEPOSIT REFUND ®	500.00
303425	BLACK DIAMOND PLUMBING & MECHANICAL INC	FRONTAGE DEPOSIT REFUND ®	500.00
303426	YUNJIE ZOU	FRONTAGE DEPOSIT REFUND ®	500.00
303427	GREEN TECH PLUMBING CO	FRONTAGE DEPOSIT REFUND ®	500.00
303428	KUNTAL & AARTI RANA	FRONTAGE DEPOSIT REFUND ®	500.00
303429	NORTH COAST SEWER AND DRAINAGE INC	FRONTAGE DEPOSIT REFUND ®	500.00
CLASS 'A' TOTAL			3,000.00

by roll call vote of the Northbrook Village Board of Trustees at a duly noticed official meeting on the _____ day

of 20 _____. _____

Village President

ATTEST: _____



MEMORANDUM

VILLAGE OF NORTHBROOK

VILLAGE MANAGER'S OFFICE

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: DEBRA FORD, VILLAGE CLERK
DATE: July 25, 2023
SUBJECT: COMMISSION RE-APPOINTMENTS

With the Board's approval and consent, the following re-appointments will be made at the July 25, 2023 Regular Board Meeting:

Arts Commission

Ernie Halperin (Reappointment) Expires April, 2026
Kittie Yohe (Reappointment) Expires April, 2026

Pedestrian & Bicycle Commission

Frank Blecker (Reappointment) Expires April, 2027
Kathryn Hofschild (Reappointment) Expires April, 2027
Tom Tebbe (Reappointment) Expires April, 2027

Senior Services Commission

Joseph Doane (Reappointment) Expires April, 2026

Sustainability Commission

Becky Lee (Reappointment) Expires April, 2029
Aaron Stash (Reappointment) Expires April, 2029
Stepen Ethan (Student Reappointment) April, 2024

PROCLAMATION

The National Association of Town Watch sponsors a unique, nationwide crime, drug, and violence prevention program on August 1, 2023 called “National Night Out”.

The 39th annual “National Night Out” provides an opportunity for Northbrook to join thousands of other communities across the country in promoting police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

The Northbrook Police Department plays a vital role in crime, drug, and violence prevention efforts in Northbrook and it is essential that all Northbrook residents are aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, illegal drugs, and violence in Northbrook.

Police-community partnerships, neighborhood safety programs, community awareness, and cooperation are important themes of the “National Night Out” program.

NOW, THEREFORE, I, Kathryn L. Ciesla, President of the Village of Northbrook, County of Cook and State of Illinois, do hereby proclaim August 1, 2023 as

National Night Out

in the Village of Northbrook and call upon the Village of Northbrook to join communities across the country and the National Association of Town Watch in supporting the 39th annual “National Night Out” on August 1, 2023.

Dated: This 25th day of July, 2023.

Kathryn L. Ciesla
Village President



MEMORANDUM

VILLAGE OF NORTHBROOK

PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR
DATE: July 25, 2023
SUBJECT: A RESOLUTION AUTHORIZING A CONTRACT FOR CONSTRUCTION OF FY 23/24 LOCAL DRAINAGE IMPROVEMENTS

As part of its stormwater system, the Village maintains an integrated network of storm sewers, stormwater storage facilities, ditches, drainage structures, overland flooding routes, naturalized detention basins, and other flood control infrastructure. This system works in concert to manage stormwater runoff throughout the Village.

The Fiscal Year 2023/24 budget includes funds to construct local drainage improvements at one location in the Village to alleviate specific concerns reported by residents. These projects are separate from those identified in the Master Stormwater Management Plan and involve completing smaller, localized improvements in the public right-of-way, such as building swales or adding new storm sewer inlets and/or sewer pipe that will help alleviate or mitigate these specific points of concern.

This year's program consists of one drainage improvement project, complimentary to Project 26 of the Master Stormwater Management Plan and designed to address flooding concerns in the 3200 block of Sunset Trail. The work to be completed involves the adjustment of a storm structure and grading of the ditch line where water accretes on Sunset Trail.

Staff completed design and prepared bid packages for the project. On February 28, 2023 the bid package for FY 23/24 Local Drainage Improvements was posted online with public notices posted in the Northbrook Star and on the Village's website. Following the posting, 25 local contractors were contacted by staff and seven ultimately downloaded the bid packages. On March 21, 2023 the bid opening for the FY 23/24 Local Drainage Improvements occurred with only one contractor having submitted a bid of \$32,600.

In response to the lower-than-expected turnout, the non-responsive contractors were contacted in an effort to determine the reason for why they did not bid. Of the contractors contacted, several commented that they had already committed their resources to other projects in the same timeframe as our project, two contractors stated they had bonding issues and one contractor stated that it was too small of a project for their firm. The Engineering Division modified the contract to accommodate the contractor's comments regarding bonding concerns and reposted the project for a second round of bids.

On May 9, 2023 the bid package for FY 23/24 Local Drainage Improvements was posted a second time on the Village's website with a legal notice posted in the Northbrook Star. Following the posting, 31 local

contractors were contacted by staff and seven ultimately downloaded the bid packages. On June 6, 2023 the bid opening for the FY 23/24 Local Drainage Improvements occurred with only one contractor having submitted a bid of \$21,075.

After review, staff determined that ULB - Dry Waterproofing, Inc. of Hillside, Illinois (the “Contractor”) submitted a responsive bid. The Contractor has successfully completed a number of projects under the Private Property Drainage Improvement Program within the Village of Northbrook.

Staff believes it is in the Village’s best interest to move forward with the bid received from ULB Contractors, Inc. The bid is within 10% of the engineer’s estimate and within budget for this fiscal year. Sufficient funds are available in the Village’s Fiscal Year 2023/24 Budget in Account No. 16-4190-730-03 (Stormwater Utility Fund) for the construction of this project. It is also recommended that a 10% contingency of \$2,100 be included for any additional work that may become necessary due to unforeseen field conditions for a total expenditure authority of \$23,175. The contingency is included in the amount requested in the table below.

Acct. Name	Acct. #	Budget	Available	Requested	Remaining	Within Budget?
Stormwater Utility Fund	16-4190-730-03	\$65,000	\$26,283	\$23,175	\$3,108	Yes

Staff recommends Village Board approval of a Resolution authorizing the execution of a contract with ULB - Dry Waterproofing, Inc. of Hillside, Illinois for the construction of the Fiscal Year 2023/24 local drainage improvement projects in the amount of \$21,075 with a contingency in the amount of \$2,100 for a total expenditure authority of \$23,175. Staff will be in attendance at the Village Board meeting to answer any questions that may arise.

Resolution (ID # 6526)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Authorizing a Contract for Construction of the Fiscal Year 2023/24 Local Drainage Improvement Program with ULB - Dry Waterproofing, Inc. of Hillside, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Fiscal Year 2023/24 budget includes funds to construct local drainage improvements in the Village to alleviate specific concerns reported by residents. These projects are separate from those identified in the Master Stormwater Management Plan and involve completing smaller, localized improvements in the public right-of-way, such as building swales or adding new storm sewer inlets and/or sewer pipe that will help alleviate or mitigate these specific points of concern. The work to be completed this fiscal year involves the adjustment of a storm structure and the grading of ditch line where water accrues on Sunset Trail (“**Project**”). Public Works staff designed and prepared bid documents for the construction of the Project. After an initial round of bidding that did not result in any responsive bidders within the Project budget, Public Works re-solicited the Project with modified specifications and requirements. In response to the second solicitation, a responsive bid was received from ULB - Dry Waterproofing, Inc. of Hillside, Illinois (“**Contractor**”) in the amount of \$21,075.

The Fiscal Year 2023/24 Budget provides sufficient funds for the completion of the Project in Account No. 16-4190-730-03 (Stormwater Utility Fund). Based on these factors, staff recommends rejecting all bids received in response to the Village’s first solicitation and entering into a contract with the Contractor in the amount of \$21,075 (“**Contract**”) for the construction of the Project. Village staff recommends authorizing the Village Manager to enter into one or more change orders to the Contract for additional related work and unforeseen items of work if it becomes necessary to complete the Project in the amount of \$2,100 for a total amount of \$23,175.

The President and the Board of Trustees have considered the Contract and determined that it is in the best interests of the Village and the public to enter into the Contract.

Section 2. Rejection of Bid Proposals and Notification.

The bids received on March 21, 2023 for the Project are hereby rejected.

Section 3. Approval of Contract.

The Contract shall be, and is hereby, approved in a form acceptable to the Village Attorney and the Village Manager.

Section 4. Authorization to Execute Contract.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Contract executed by the Contractor; provided, however, that if such executed copies of the Contract are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 5. Authorization to Execute Change Orders.

The Village Manager is authorized to execute one or more Contract Change Orders for additional work consisting of additional unforeseen items of work related to, or arising from other work contemplated by, the scope of work in the Contract in the amount of \$2,100, subject to the Village Manager making the necessary determination that the work contemplated by the change order complies with Section 33E-9 of Article 33E of the Criminal Code of 1961 and placing a copy of such determinations in the Contract file.

Scheduled: 7/25/2023

ATTEST:

Village President

Village Clerk



MEMORANDUM

VILLAGE OF NORTHBROOK

PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR
DATE: July 25, 2023
SUBJECT: A RESOLUTION APPROVING THE RENEWAL OF AGREEMENTS FOR
EMERGENCY CONTRACTUAL ASSISTANCE SERVICES

The Public Works Department maintains the Village's utility systems including its water distribution, sanitary sewer, and stormwater systems. Public Works personnel are tasked with the routine and emergency maintenance and repair of these utilities. There are circumstances when utility repairs are needed but Public Works personnel are responding to other emergencies or when repairs require equipment not available to Public Works personnel (e.g. abnormally deep sanitary sewer). In such situations, the Village obtains contractual help to complete the repair.

Since 2010, the Village of Northbrook has actively participated in the Municipal Partnering Initiative (MPI) to foster cooperation among municipalities through joint bidding services. In 2017, the MPI issued a Request for Bids document seeking emergency contractual assistance for utility repairs, including mobilization charges and labor/equipment rates. The goal was to secure pricing in advance from multiple contractors for multiple years, selecting a primary contractor and alternate contractors. Kloepfer Construction, Inc. of Northbrook, Illinois was chosen as the primary contractor due to their cost-effectiveness and response time, while Di Meo Brothers, Inc. of Elk Grove Village and Mark Meade Excavators, Inc. of Grayslake, Illinois were selected as alternate contractors. The agreements with these contractors had an initial three-year term and provisions for up to three one-year renewals with annual pricing increases tied to the Chicago Area Consumer Price Index (CPI).

Staff has been satisfied with the performance of the contractors, and an offer was made to extend the contract for FY 2023/2024. Kloepfer Construction, Inc. and Di Meo Brothers, Inc. accepted the offer, while Mark Meade Excavators, Inc. declined. Kloepfer Construction and Di Meo Brothers increased their unit pricing to match the Chicago-Naperville-Elgin area CPI for May 2023, which was 3.3% and is attached as Exhibit B. This is the third and final renewal of these agreements.

The Fiscal Year 2023/24 Budget provides funds in Account Nos. 14-4160-526-00 (Sanitary Sewer Fund), 16-4190-527-00 (Stormwater Fund) and 21-4180-529-00 (Water Fund) in the total amount of \$399,400 of which \$334,977 remains available. Funding for emergency underground utility repairs will be taken from these accounts as needed at rates shown in Exhibit A of the Resolution.

Staff recommends Village Board approval of a Resolution authorizing the execution of renewal agreements for emergency contractor assistance on an as-needed basis with Kloepfer Construction, Inc. of Northbrook, Illinois and Di Meo Brothers, Inc. of Elk Grove Village, Illinois. Staff will be in attendance at the Village Board meeting to answer any questions that may arise.

Resolution (ID # 6778)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving the Renewal of Agreements for Emergency Contractual Assistance Services with Kloepfer Construction, Inc. of Northbrook, Illinois and Di Meo Brothers, Inc. of Elk Grove Village, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Village of Northbrook owns and maintains utility systems for sanitary sewer, stormwater sewer, and water distribution. Public Works occasionally requires emergency contractor assistance for underground utility repairs ("*Services*").

In 2017, the Village participated in the Municipal Partnering Initiative's Request for Bids for Emergency Contractual Assistance. Three underground construction companies submitted bids: Kloepfer Construction, Inc. of Northbrook, Illinois; Di Meo Brothers, Inc. of Elk Grove Village, Illinois; and Mark Meade Excavators, Inc. of Grayslake, Illinois. Kloepfer Construction offered the most cost-effective and timely proposal and was selected as the primary vendor, with Di Meo Brothers and Mark Meade Excavators being called only in those cases where Kloepfer was unavailable. Contracts were awarded to each contractor for an initial three-year period, with the option to renew for up to three more years, subject to mutual agreement and CPI-based cost increases. The Contractors performed to the satisfaction of the Village over the past year and Kloepfer and Di Meo ("*Contractors*") wish to renew their contracts with a 3.3% increase in unit pricing ("*Renewal*"). Mark Meade Excavators declined to renew the agreement. The Renewal will be effective upon the date the Village executes the renewal agreement and will expire on April 30, 2024.

The Fiscal Year 2023/24 Budget provides funds in Account Nos. 14-4160-526-00, 16-4190-527-00 and 21-4180-529-00 in the total amount of \$399,400 for the maintenance of the sanitary sewer, stormwater, and water distribution systems. Funding for the Services will be taken from these accounts as needed. Based on these factors, staff recommends that the Village Board authorize the continued purchase of the Services from the Contractors in accordance with the unit prices attached to this resolution as *Exhibit A*.

The President and the Board of Trustees have considered this expenditure and determined that it is in the best interests of the Village and the public to approve this expenditure.

Section 2. Approval of Renewal.

The Renewal with the Contractors to provide the Services upon execution of the renewal agreement until April 30, 2024 at the unit costs outlined in *Exhibit A* is hereby approved.

Section 3. Authorization of Expenditure.

The Village Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to complete the continued procurement of the Services from the Contractors.

Scheduled: 7/25/2023

ATTEST:

Village President

Village Clerk

Kloepfer	Exhibit A					
	Fiscal Year 2023/2024 Summary of Costs for Emergency Utility Locating					
	Item	Mobilization	Hourly Rate Weekdays 7 am to 3 pm	Hourly Rate Weekdays 3 pm to 7 am	Hourly Rate Saturdays	Hourly Rate Sundays & Holidays
Small Backhoe + Operator	\$ -	\$ 165.30	\$ 203.87	\$ 203.87	\$ 220.40	
Large Backhoe + Operator	\$ -	\$ 165.30	\$ 203.87	\$ 203.87	\$ 220.40	
Single Axle Dump + Driver	\$ -	\$ 110.20	\$ 148.77	\$ 148.77	\$ 165.30	
Tandem Axle Dump + Driver	\$ -	\$ 110.20	\$ 148.77	\$ 148.77	\$ 165.30	
Semi Dump + Driver	\$ -	\$ 147.34	\$ 165.30	\$ 165.30	\$ 181.82	
Trench Box	\$ -	\$ 31.75	\$ 31.75	\$ 31.75	\$ 31.75	
勞工 (Laborer)	\$ -	\$ 121.21	\$ 148.77	\$ 148.77	\$ 165.30	
Foreman	\$ -	\$ 121.21	\$ 148.77	\$ 148.77	\$ 165.30	
Minimum hours per overtime call out	\$ -					
Response Time	\$ -					

Di Meo	Exhibit A					
	Fiscal Year 2023/2024 Summary of Costs for Emergency Utility Locating					
	Item	Mobilization	Hourly Rate Weekdays 7 am to 3 pm	Hourly Rate Weekdays 3 pm to 7 am	Hourly Rate Saturdays	Hourly Rate Sundays & Holidays
Small Backhoe + Operator	\$ 267.75	\$ 267.75	\$ 401.63	\$ 401.63	\$ 535.50	
Large Backhoe + Operator	\$ 493.50	\$ 493.50	\$ 740.25	\$ 740.25	\$ 987.00	
Single Axle Dump + Driver	\$ 225.75	\$ 225.75	\$ 338.63	\$ 338.63	\$ 451.50	
Tandem Axle Dump + Driver	\$ 236.25	\$ 236.25	\$ 354.38	\$ 354.38	\$ 472.50	
Semi Dump + Driver	\$ 246.75	\$ 246.75	\$ 370.13	\$ 370.13	\$ 493.50	
Trench Box	\$ 467.25	\$ 467.25	\$ 700.88	\$ 700.88	\$ 934.50	
勞工 (Laborer)	\$ 168.00	\$ 168.00	\$ 252.00	\$ 252.00	\$ 336.00	
Foreman	\$ 192.15	\$ 192.15	\$ 288.23	\$ 288.23	\$ 384.30	
Minimum hours per overtime call out					6	
Response Time					2	



Midwest Information Office

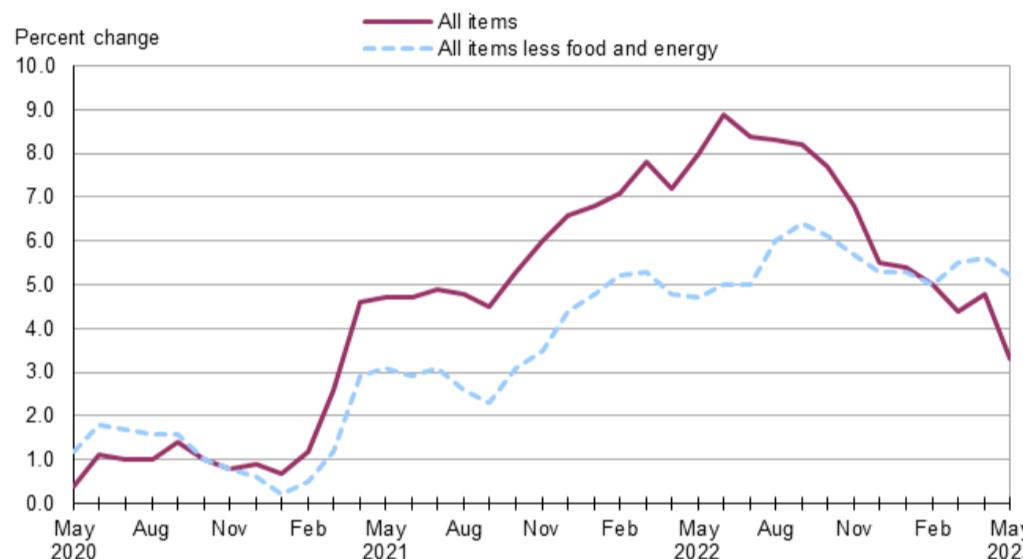
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Consumer Price Index, Chicago-Naperville-Elgin area – May 2023

Area prices were up 0.4 percent over the past month, up 3.3 percent from a year ago

Prices in the Chicago-Naperville-Elgin area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.4 percent in May, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Jason Palmer noted that the food index rose 0.9 percent, while the energy index decreased 0.7 percent in May. The all items less food and energy index was up 0.3 percent. Within the all items less food and energy category, prices were higher over the month for shelter, household furnishings and operations, and used cars and trucks, while prices were lower for recreation. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 3.3 percent. (See [chart 1](#) and [table A](#).) The index for all items less food and energy increased 5.2 percent over the year. Food prices rose 4.9 percent. Energy prices fell 15.5 percent, largely the result of a decrease in the price of utility (piped) gas service. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Chicago-Naperville-Elgin, IL-IN-WI, May 2020–May 2023

Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)**Food**

Food prices rose 0.9 percent for the month of May. Prices for food at home (groceries) rose 0.3 percent, and prices for food away from home (restaurant, cafeteria, and vending purchases) increased 1.8 percent for the same period.

Over the year, food prices rose 4.9 percent. Prices for food at home were up 4.5 percent since a year ago. Five of the six major grocery store food group indexes advanced over the year. The index for fruits and vegetables rose 6.9 percent, other food at home (includes sugar, sweets, fats, and oils, for example) increased 6.8 percent, and nonalcoholic beverages and beverage materials increased 6.5 percent. Prices for food away from home increased 5.6 percent.

Energy

The energy index decreased 0.7 percent over the month. The decrease was mainly due to lower prices for utility (piped) gas service (-1.5 percent). Prices for gasoline decreased 0.5 percent, and prices for electricity declined 0.7 percent for the same period.

Energy prices fell 15.5 percent over the year, largely due to lower prices for utility (piped) gas service (-39.8 percent). Prices paid for electricity rose 12.1 percent, while prices for gasoline fell 16.1 percent during the past year.

All items less food and energy

The index for all items less food and energy rose 0.3 percent in May. Higher prices for shelter (0.3 percent), household furnishings and operations (1.4 percent), and used cars and trucks (3.3 percent) were partially offset by lower prices for recreation (-0.8 percent).

Over the year, the index for all items less food and energy increased 5.2 percent. Components contributing to the increase included shelter (6.9 percent) and recreation (12.7 percent).

Table A. Chicago-Naperville-Elgin, IL-IN-WI, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2019		2020		2021		2022		2023	
	1-month	12-month								
January	0.6	0.8	0.9	2.6	0.7	0.7	0.9	6.8	0.9	5.4
February	0.6	1.4	0.0	2.0	0.6	1.2	0.8	7.1	0.4	5.0
March	0.1	1.5	-0.7	1.1	0.6	2.6	1.4	7.8	0.8	4.4
April	-0.1	0.8	-0.9	0.3	1.0	4.6	0.4	7.2	0.8	4.8
May	0.8	1.2	1.0	0.4	1.0	4.7	1.8	8.0	0.4	3.3
June	-0.4	1.0	0.3	1.1	0.4	4.7	1.3(r)	8.9(r)		
July	0.3	1.6	0.2	1.0	0.4	4.9	-0.2(r)	8.4(r)		

Month	2019		2020		2021		2022		2023	
	1-month	12-month								
August	0.2	1.6	0.1	1.0	0.1	4.8	0.1(r)	8.3(r)		
September	0.2	1.4	0.6	1.4	0.3	4.5	0.2(r)	8.2(r)		
October	0.3	1.8	-0.1	1.0	0.7	5.3	0.1(r)	7.7(r)		
November	-0.2	2.2	-0.4	0.8	0.2	6.0	-0.6	6.8		
December	-0.2	2.2	-0.2	0.9	0.4	6.6	-0.8	5.5		
(r) Revised.										

The June 2023 Consumer Price Index for the Chicago-Naperville-Elgin area is scheduled to be released on Wednesday, July 12, 2023.

Technical Note

The Consumer Price Index for Chicago is published monthly. The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 4,000 housing units and approximately 26,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/homch17_a.htm.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **Note: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Chicago-Naperville-Elgin, IL-IN-WI Core Based Statistical Area** consists of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will Counties in Illinois; Jasper, Lake, Newton, and Porter Counties in Indiana; and Kenosha County in Wisconsin.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Chicago-Naperville-Elgin, IL-IN-WI (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Mar. 2023	Apr. 2023	May 2023	May 2022	Mar. 2023	Apr. 2023
Expenditure category						
All items	280.279	282.423	283.415	3.3	1.1	0.4
All items (1967=100)	837.357	843.762	846.727	-	-	-
Food and beverages	311.468	312.649	315.750	5.3	1.4	1.0
Food	311.726	313.423	316.149	4.9	1.4	0.9
Food at home	290.309	292.893	293.901	4.5	1.2	0.3
Cereals and bakery products	333.230	334.290	334.140	6.0	0.3	0.0
Meats, poultry, fish and eggs	313.914	311.636	311.343	-1.8	-0.8	-0.1
Dairy and related products	257.267	261.457	266.193	3.2	3.5	1.8
Fruits and vegetables	344.566	360.218	361.991	6.9	5.1	0.5
Nonalcoholic beverages and beverage materials ⁽¹⁾	246.638	251.341	250.622	6.5	1.6	-0.3
Other food at home	239.760	238.810	240.348	6.8	0.2	0.6
Food away from home	332.885	332.789	338.613	5.6	1.7	1.8
Alcoholic beverages	306.982	302.384	309.664	11.6	0.9	2.4
Housing	297.127	297.013	297.965	4.1	0.3	0.3

Footnotes

- (1) Index on a December 1977=100 base.
 (2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
 (3) Index on a December 1982=100 base.
 (4) Indexes on a December 1997=100 base.
 (5) Special index based on a substantially smaller sample.
 (6) Index on a December 1993=100 base.
 - Data not available.

Note: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

Item and Group	Indexes			Percent change from-		
	Mar. 2023	Apr. 2023	May 2023	May 2022	Mar. 2023	Apr. 2023
Shelter	373.221	373.554	374.557	6.9	0.4	0.3
Rent of primary residence⁽²⁾	396.566	396.952	399.320	7.8	0.7	0.6
Owners' equiv. rent of residences⁽²⁾⁽³⁾	382.689	383.455	384.708	7.1	0.5	0.3
Owners' equiv. rent of primary residence⁽²⁾⁽³⁾	382.689	383.455	384.708	7.1	0.5	0.3
Fuels and utilities	259.384	259.499	257.999	-10.6	-0.5	-0.6
Household energy	207.188	207.062	205.160	-14.4	-1.0	-0.9
Energy services⁽²⁾	211.746	211.693	209.623	-14.2	-1.0	-1.0
Electricity⁽²⁾	205.421	206.245	204.778	12.1	-0.3	-0.7
Utility (piped) gas service⁽²⁾	192.541	190.942	188.098	-39.8	-2.3	-1.5
Household furnishings and operations	106.810	105.837	107.297	2.2	0.5	1.4
Apparel	91.071	91.338	91.500	3.7	0.5	0.2
Transportation	231.571	239.804	240.347	-1.8	3.8	0.2
Private transportation	233.240	241.168	241.776	-0.4	3.7	0.3
New and used motor vehicles⁽⁴⁾	120.238	122.302	123.399	3.1	2.6	0.9
New vehicles⁽¹⁾	215.306	216.274	216.688	4.8	0.6	0.2
Used cars and trucks⁽¹⁾	358.048	375.083	387.342	-3.3	8.2	3.3
Motor fuel	323.483	359.361	357.407	-16.5	10.5	-0.5
Gasoline (all types)	321.030	357.405	355.613	-16.1	10.8	-0.5
Gasoline, unleaded regular⁽⁵⁾	309.745	345.599	343.688	-16.5	11.0	-0.6
Gasoline, unleaded midgrade⁽⁵⁾⁽⁶⁾	355.688	391.305	390.942	-13.0	9.9	-0.1
Gasoline, unleaded premium⁽⁵⁾	346.772	377.422	377.480	-11.2	8.9	0.0
Medical care	540.010	536.332	538.231	0.0	-0.3	0.4
Recreation⁽⁴⁾	130.550	137.258	136.113	12.7	4.3	-0.8
Education and communication⁽⁴⁾	141.564	141.232	140.928	1.1	-0.4	-0.2
Tuition, other school fees, and childcare⁽¹⁾	1,250.880	1,250.880	1,256.198	2.0	0.4	0.4
Other goods and services	452.479	447.696	456.411	6.3	0.9	1.9
Commodity and service group						
All items	280.279	282.423	283.415	3.3	1.1	0.4
Commodities	199.895	201.711	203.469	1.3	1.8	0.9
Commodities less food and beverages	146.179	148.036	149.206	-1.5	2.1	0.8
Nondurables less food and beverages	197.622	202.062	203.830	-2.6	3.1	0.9
Durables	99.255	99.289	99.965	-0.6	0.7	0.7
Services	355.928	358.338	358.454	4.7	0.7	0.0
Special aggregate indexes						
All items less medical care	269.346	271.735	272.689	3.6	1.2	0.4
All items less shelter	248.815	251.582	252.572	1.7	1.5	0.4
Commodities less food	151.587	153.292	154.630	-1.0	2.0	0.9
Nondurables	254.647	257.751	260.171	2.0	2.2	0.9
Nondurables less food	204.520	208.424	210.526	-1.7	2.9	1.0
Services less rent of shelter⁽³⁾	355.002	359.872	358.988	2.3	1.1	-0.2
Services less medical care services	341.282	344.027	344.198	5.3	0.9	0.0
Energy	252.206	265.412	263.473	-15.5	4.5	-0.7
All items less energy	285.558	286.877	288.106	5.2	0.9	0.4
All items less food and energy	281.741	283.001	283.990	5.2	0.8	0.3
Footnotes						
(1) Index on a December 1977=100 base.						
(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.						
(3) Index on a December 1982=100 base.						
(4) Indexes on a December 1997=100 base.						
(5) Special index based on a substantially smaller sample.						
(6) Index on a December 1993=100 base.						
- Data not available.						
Note: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.						

Last Modified Date: Tuesday, June 13, 2023

U.S. BUREAU OF LABOR STATISTICS Midwest Information Office Suite 960 230 South Dearborn Street Chicago, IL 60604

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MEMORANDUM

VILLAGE OF NORTHBROOK

PUBLIC WORKS

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: KELLY HAMILL, PUBLIC WORKS DIRECTOR
DATE: July 25, 2023
SUBJECT: A RESOLUTION AUTHORIZING THE REFURBISHMENT OF A CIRCULATING PUMP AT THE WATER PLANT

Poly-ortho phosphate is added to the Village's water at the Water Treatment Plant to enhance corrosion control, which lowers the risk of lead issues in a distribution system. Northbrook's chosen method is to inject a blended phosphate product. This is accomplished by means of a 1,000 gallon storage tank and a metered feed system that injects the chemical into the Water Treatment Plant's 1993 clear well. To aid in mixing the product into the water supply, a three horsepower, 200 gallon-per-minute vertical turbine circulating pump is used to pump water from the 1973 clear well to the 1993 clear well, which allows more thorough intra-plant and distribution system mixing.

The current vertical turbine pump is 28 years old and is exhibiting signs of mechanical decline. Staff initially sought informal proposals from several qualified mechanical contractors, but due to the general economy's supply and labor issues and the difficulties of determining the condition of a vertical turbine pump without disassembly in a machine shop, it was difficult to obtain definitive proposals. Staff believes the vital parts of the pump and motor are in good or repairable condition, but it is impossible to know the extent of needed work until the pump is dismantled and inspected by a qualified mechanical contractor.

For the reasons listed above, Staff developed a formal written Request for Proposals ("RFP") for the pump inspection and repair. Only one firm, General Pump Machinery of Montgomery, Illinois ("Contractor") responded and was deemed responsive to the RFP. After receiving just one proposal, staff attempted to contact other firms but was unsuccessful. The Contractor recently completed a similar project for the Water Plant and staff was satisfied with the work and outcome.

The Contractor's proposal detailed the items that were to be repaired/rehabilitated at a cost of approximately \$15,200. The Contractor also provided a not to exceed price of \$25,000 for the rehabilitation of the pump should a new bowl and impeller be needed. Staff is seeking expenditure authority up to \$25,000 should the new bowl and impeller be needed. Pursuant to Section 5A of the Village's Purchasing Policy, staff is also seeking a Specially Authorized Waiver of competitive bidding requirements.

It should also be noted that during the time the pump is in the shop, a temporary mixing and distribution system for poly-ortho phosphate has been prepared and will be in place. The Village has notified the IEPA of this temporary mixing solution and the IEPA will issue an emergency permit authorizing this temporary change in our operations.

The Village of Northbrook Fiscal Year 2023/2024 Budget includes sufficient funds for the repairs in Account No. 21-4170-528-81 (Water Plant/Lake Front Pump Station Maintenance) and Account No. 21-

4170-729-00 (Plant Construction) for the repairs. The table below accounts for the maximum expenditure scenario.

Acct. Name	Acct. #	Budget	Available	Requested	Remaining	Within Budget?
Water Plant/Lake Front Pump Station Maintenance	21-4170-528-81	\$60,000	\$60,000	\$15,200	\$44,800	Yes
Plant Construction	21-4170-729-00	\$1,059,915	\$530,002	\$9,800	\$520,202	Yes

Staff recommends Village Board approval of a Resolution authorizing expenditures in the amount not to exceed \$25,000 for the refurbishment or replacement of the Water Plant circulating pump with General Pump Machinery, Inc. of Montgomery, Illinois. Staff will be in attendance at the Village Board meeting to answer any questions that may arise.

Resolution (ID # 6786)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving the Procurement of Services for Refurbishment of the Water Plant Vertical Turbine Circulating Pump by General Pump and Machinery, Inc. of Montgomery, Illinois

is hereby adopted, as follows:

Section 1. Recitals.

The Village of Northbrook Fiscal Year 2023/24 Budget includes sufficient funds in the Water Fund Accounts for refurbishment of the Water Plant circulating pump. The pump is an integral component of the Plant's water treatment process to meet current Federal and State lead regulations by fostering thorough mixing of corrosion control additives as approved by the Illinois Environmental Protection Agency.

The 28-year-old circulating pump/motor has gradually exhibited increasing signs of mechanical decline. However, it is impossible to know the extent of needed work until the pump is dismantled and inspected by a qualified mechanical contractor in its shop.

For these reasons, Staff initially sought informal proposals from four qualified firms, but due to a wide disparity of responses, Staff developed a more formal written Request for Proposals ("RFP"). Only one firm, General Pump Machinery of Montgomery, Illinois ("Contractor") submitted a responsive, detailed proposal for refurbishment of the pump. At staff's request, the Contractor subsequently submitted a detailed most likely repair proposal and a worst case repair proposal not to exceed \$25,000 ("Services"). Staff and the Contractor are of the opinion that the most likely scenario will come to pass, but the Contractor will communicate with staff if the initial inspection indicates otherwise and will not proceed with the worst case repairs without explicit written approval. The Contractor recently completed a similar project for the Water Plant and staff was satisfied with its performance. For these reasons, Staff recommends entering into an agreement between the Village and the Contractor for the repair of the circulating pump in the amount of \$25,000 ("Agreement").

The Fiscal Year 2023/2024 Budget provides sufficient funds in Account No. 21-4170-528-81 (Water Plant/Lake Front Pump Station Maintenance) Account No. 21-4170-729-00 (Plant Construction) for the repair of the circulating pump.

The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public enter into the Agreement.

Section 2. Waiver of Competitive Proposals

The requirement that competitive sealed bids be solicited for this purchase is hereby waived and the expenditure authority in an amount not to exceed \$25,000 for the Services is hereby

accepted.

Section 3. Approval of the Agreement

The Agreement with the Contractor is approved in a form acceptable to the Village Manager and the Village Attorney.

Section 4. Authorization to Execute Agreement

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least three original copies of the Agreement executed by the Contractor and compliance by the Contractor with the conditions precedent to closing; provided, however, that if such requirements are not met by within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 5. Effective Date.

This resolution shall be in full force and effect after its passage by a two-thirds majority of the Board of Trustees.

Scheduled: 7/25/2023

ATTEST:

Village President

Village Clerk



MEMORANDUM

VILLAGE OF NORTHBROOK

FINANCE DEPARTMENT

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: IWONA PETRYSZAK, CHIEF FINANCIAL OFFICER
DATE: July 25, 2023
SUBJECT: A RESOLUTION APPROVING A UTILITY BILLING AGREEMENT

The Finance Department identified a water billing issue impacting a residential property in the Village. The issue is attributed to a water meter which was replaced in 2021 and subsequently records the correct water usage. The duration of the incorrect readings spanned a 13-year period. Village Board approval is requested to resolve this matter prospectively through approval of an Agreement which contains a final payment due over a four-month period and will waive older past due amounts which were not identified nor billed during the 13-year period.

Resolution (ID # 6784)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving a Utility Billing Agreement for 1425 Lee Road

is hereby adopted, as follows:

Section 1. Recitals.

Mr. Silverman at 1425 Lee Road ("*Property*") was not properly billed for water usage, as the touch pad device on the Property was reading four digits and it should be reading five digits. The reading error was discovered in July 2021 when a new water meter was installed. Staff has verified that the new meter is reading accurately. Mr. Silverman has been making timely payments for the current usage since the new meter was installed.

The Chief Financial Officer is recommending that the Village Board agree to accept \$3,000.00 as payment for the outstanding utility balance relating to the Property, and will waive the remaining amount that is due. Mr. Silverman agrees to pay to the Village \$3,000.00 within four months of the date of the Utility Billing Agreement, four payments of \$750 a month ("*Agreement*").

Section 2. Approval of Agreement.

The Agreement with Mr. Silverman is approved in a form acceptable to the Village Manager and the Village Attorney.

Section 3. Authorization to Execute Agreement.

The Village Manager and Village Clerk shall be, and are hereby, authorized and directed to execute and seal the Agreement, on behalf of the Village.

Scheduled: 7/25/2023

ATTEST:

Village President

Village Clerk

[ON VILLAGE LETTERHEAD]

July __, 2023

Ken Silverman
1425 Lee Road
Northbrook, Illinois 60062

Re: Utility Billing Agreement
1425 Lee Road, Northbrook, Illinois
Account: 1-1425-003-0000-0000-000

Dear Mr. Silverman:

I am writing this letter to memorialize your agreement with the Village of Northbrook (“Village”) to fully and finally resolve and settle the utility billing matter relating to your property at 1425 Lee Road in the Village (“Property”).

The original balance for the last 13 years of unpaid utility bills for the Property is \$18,640.36. To date, you have paid the Village \$1,636.58. The Village agrees to accept \$3,000.00 as payment for the outstanding utility balance relating to the Property, and will waive the remaining amount that is due and owing as of today’s date. By signing the acknowledgment and agreement below, you agree to pay to the Village \$3,000.00 within four months of the date of this letter by making four monthly payments of \$750.00. Provision of this payment by you will be in full satisfaction of all claims that the Village may have related to the current unpaid utility balance for the Property.

In consideration of the Village agreeing to this settlement and waiving its right to collect the full amount due, you hereby release, acquit, and forever discharge the Village and its elected and appointed officers, employees, and agents of and from all claims and actions of every kind and nature, whether known or unknown, accrued or not accrued, in law, equity, or otherwise, that you ever had, now have, or may in the future have, against the Village arising out of, or in any way related to, this utility billing matter.

Both you and the Village enter into this agreement as a full and complete settlement, compromise, and release of claims.

It is expressly understood and agreed by you that neither the execution of this letter, nor the performance of any obligation recited in this letter, is intended or is to be understood as an acknowledgement of responsibility, admission of liability, or other expression by the Village reflecting upon the merits of any claim raised by you regarding the utility billing matter, and any such responsibility or liability is expressly denied by the Village.

By your signature below, you hereby represent that you are the sole owner of the Property and that you are empowered to agree to all of the provisions of this letter. I have provided you two

{00132411.2}

Utility Billing Agreement - 1425 Lee Road, Northbrook, Illinois

Account: 1-1425-003-0000-0000-000

July ___, 2023

Page 2 of 2

copies of this letter with my original signature. Please sign both copies in the space provided below and return one original copy of this letter to me.

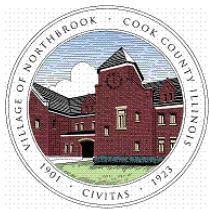
Sincerely,

Cara Pavlicek
Village Manager
Village of Northbrook

ACKNOWLEDGED AND AGREED TO THIS ____ DAY OF _____ 2023:

1425 Lee Road Property Owner

Signature: _____
Printed name: _____



MEMORANDUM

VILLAGE OF NORTHBROOK

VILLAGE MANAGER'S OFFICE

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: SAM REISS, MANAGEMENT ANALYST
DATE: July 25, 2023
SUBJECT: A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH POLCO

The Village has not conducted a scientific survey assessing the community's attitudes and interests in the recent past, if ever. The survey will be used to assess public satisfaction with the quality of Northbrook's public services, gather input about priorities of the community, and help identify upcoming opportunities for improvement of Village services. Five qualified market research firms submitted proposals in response to the Village's RFP to design, distribute, and tabulate a community-wide survey. The cost proposals can be compared in the table below.

Firm	Base Cost	Additional Costs
Campos	\$78,495	
ETC Institute	\$18,000	\$8,000
Probolsky Research	\$18,500 (300 respondents)	\$6,000 (400 respondents)
Zilo International Group	\$40,000	
Polco	\$28,300	

Of the five firms, staff recommends Polco (who partners with the National Research Center) to conduct the 2023 community survey. Polco's core business is the administration of community surveys for local governments having conducted more than 1,000 surveys in more than 500 local governments across the United States. Polco is the only strategic partner of the International City/County Management Association (ICMA) to offer survey research to local governments. Polco proposed a not to exceed amount of \$28,300. The 2023/2024 Annual Budget provides sufficient funds for this expenditure. While Polco's was not the lowest bid, staff found the proposal to be most responsive due to Polco's benchmarking capabilities. Polco has the largest database of comparative resident opinion, containing over 700 comparison communities across the nation, and national benchmarking capabilities. Additionally, Polco's reporting tool for NCS allows for interactive displays for exploring and sharing the survey's findings.

Staff anticipate the survey process to begin in August 2023 with the survey launch date in September 2023. Polco anticipates having a final report for Village review in November 2023. The National Community Survey (NCS) covers nine key facets of community livability: economy, mobility, community design, natural environment, safety, utilities, health & wellness, education, arts & culture, and inclusivity & engagement.

The NCS will use multiple methods for outreach including mailed postcard invitations to 3,000 randomly selected households. The postcard will have a code to direct respondents to complete the survey online. The same 3,000 households will also receive a paper survey with a postage-paid reply envelope to return the survey to Polco for data entry. The NCS also includes an open participation survey open to all residents. These responses will be kept separate from the randomly selected sample to ensure the survey's scientific validity.

Staff will be available at the July 25 Board Meeting to answer any questions.

Resolution (ID # 6793)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving a Professional Services Agreement with Polco to Conduct a Community Survey

is hereby adopted, as follows:

Section 1. Recitals.

As part of the FY23/24 Annual Budget funds were allocated to conduct a Community Survey to assess public satisfaction with the quality of Northbrook's public services, gather input about priorities of the community, and help identify upcoming opportunities for improvement of Village services.

The Village received five responses to a Request for Proposals ("RFP") and qualifications issued earlier this year from experienced market research firms ("Services").

It is recommended that Polco ("Consultant") be selected as the preferred consultant in an amount not to exceed \$28,300. Key factors support this recommendation including scope and structure of the survey, benchmarking capabilities, the experience of the Consultant to administer the survey project, and positive feedback from references.

An agreement between the Village and the Consultant to complete the Services in an amount not to exceed \$28,300 is attached as *Exhibit A* ("Agreement").

The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public to enter into the Agreement with the Consultant.

Section 2. Approval of Agreement.

The Agreement with the Consultant is approved in a form acceptable to the Village Manager and the Village Attorney.

Section 3. Authorization to Execute Agreement.

The Village Manager shall be, and is hereby, authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least three original copies of the Agreement executed by the Consultant and compliance by the Consultant with the conditions precedent to closing; provided, however, that if such requirements are not met by within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Scheduled: 7/25/2023

ATTEST:

Village President

Village Clerk

**VILLAGE OF NORTHBROOK
PROFESSIONAL SERVICES AGREEMENT
FOR 2023 COMMUNITY SURVEY**

THIS AGREEMENT (“**Agreement**”) is dated as of the 13th day of July, 2023 (“**Effective Date**”) and is by and between the Village of Northbrook, an Illinois home rule municipal corporation (“**Village**”), and Polco, a Colorado limited liability company (“**the Consultant**”) (collectively, the “**Parties**”).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village’s home rule and statutory powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: to provide overall management including the design of the Community Survey instrument, administration of the survey, and the submission for a report on the results (collectively, the “**Services**”).

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as **Exhibit A** to this Agreement (“**Scope of Services**”). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (“**Commencement Date**”). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement (“**Time of Performance**”).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant’s performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed \$28,300 ("Compensation"), as outlined in the Scope of Services, including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 et seq.

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services ("**Key Project Personnel**"), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be

deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public ("**Confidential Information**"). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and any other comparable state or federal laws now existing or adopted later (collectively, the "**Disclosure Laws**"). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required

by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq. *The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's

expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant. The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment. The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Northbrook
 1225 Cedar Lane
 Northbrook, Illinois 60062
 Attention: Cara Pavlicek, Village Manager
 E-mail: Cara.Pavlicek@northbrook.il.us

With a copy to:

Elrod Friedman LLP
 325 N. LaSalle Street, Suite 450
 Chicago, Illinois 60654
 Attention: Steven M. Elrod
 E-mail: Steven.Elrod@ElrodFriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Polco
 2955 Valmont Road, Suite 300
 Boulder, CO 80301
 Attention: James Windisch, Senior Account Executive
 Email: james@polco.us

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and B attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 5 and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday,

Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

By: _____
Village Clerk

VILLAGE OF NORTHBROOK

By: _____
Village Manager

ATTEST:

By: _____
Title: _____

CONSULTANT

By: _____
Its: _____

EXHIBIT A**PROPOSAL**

[TO BE PREPARED BY THE CONSULTANT AND ACCEPTABLE TO VILLAGE]

[WILL INCLUDE SCHEDULE]

EXHIBIT B
INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of Northbrook including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

Additional Insured

Policy or Policies

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology ("GIS Data") concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;
2. **Purpose of GIS Data.** The Consultant will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
3. **Agreement with Respect to GIS Data.**
 - a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;
 - b. **Consent of Village Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.
 - c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;
 - d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and
 - e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.



Exclusive partners of:



Proposal prepared for the Village of Northbrook, IL



June 20, 2023

Sam Reiss, M.P.A.
Management Analyst
Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062
d: 847-664-4015

Sam,

We are pleased to submit this proposal to the Village of Northbrook. Polco's core business is the administration of community surveys for local governments. Over the last 25 years, we have conducted more than 1,000 such surveys in more than 500 local governments across the U.S. Polco is the only strategic partner of the International City/County Management Association's (ICMA) to offer survey research to local governments. We have been in partnership with ICMA for over 20 years and conduct training about using citizen surveys to advance community livability.

Polco understands that the village is evolving and is interested in the National Community Survey to gauge a comprehensive resident opinion regarding the services, activities, and direction of the village leadership. The survey will be used to assess public satisfaction with the quality of Northbrook's public services, gather input about the priorities of the community, and help identify upcoming opportunities for improvement of Village services. Polco does recognize that the Village has not conducted a scientific survey assessing the community's attitudes and interests in some time. Polco will work with village staff to develop and administer a survey of residents; analyze the survey responses and report on the results. We will ensure the results of the survey are weighted to reflect the demographic make-up of all adults (18 years old or older) living in the community, so that the results can be generalized to the entire adult population. Additionally, because Polco conducts and collects the most current community surveys from jurisdictions across the country, we have the largest database of current comparative resident opinion of any firm. Conducted with typically no fewer than 300 residents in each jurisdiction, opinions represent over 30 million Americans.

Thank you in advance for your review and consideration.

Sincerely,

James Windisch
Senior Account Executive
james@polco.us | Direct (608) 609-0274

Executive Summary

About Polco

Air Force veterans Nick Mastronardi and Alex Pedersen founded Polco in 2015 out of their passion for public service. They shared a desire to see local governments better utilize technology to foster productive conversations and make data-driven decisions. Nick's experience at Amazon and Alex's at Google, in addition to shared experiences in academia, gave them the expertise they needed to create Polco. They saw how technology had contributed to residents' declining trust in government and increasing polarization and hoped that they could be a part of reversing these concerning trends through technology. From the start, they founded Polco with the mission to improve how governments engage their residents, understand the resident sentiment, and ultimately use this input to make decisions that improve the quality of life for all.



Nick and Alex quickly realized that there were other great practitioners doing innovative work that they could amplify through a partnership with Polco. In 2019, National Research Center (NRC) joined Polco to set a new standard for survey research. NRC was the leading provider of community surveys for local governments across the country for 25 years, and the merger with Polco combined NRC's extensive library of professional local government surveys, a database of local government performance, and survey research expertise with Polco's technical capabilities for enhanced communication and engagement. Today, Polco is headquartered in Middleton, Wisconsin, with over 75 employees across the country, including an office in Boulder, Colorado.

Balancing Act joined Polco in 2023, bringing best-in-class budget and housing simulations, prioritization tools, and Taxpayer Receipts to Polco's community engagement platform. Balancing Act has provided these capabilities to local, state, federal, and academic institutions around the world. The core of the Balancing Act suite is the budget simulation. This easy-to-set-up, interactive tool is the best way to communicate financial information to residents and get their informed feedback. Balancing Act's online housing simulation changes the participation dynamic in planning and zoning by putting residents in the shoes of decision-makers and asking them to help solve the problem. Prioritize gathers stakeholder preferences on budgeted projects with a unique dual approach that allows users to make selections and then rank order them. The resulting data provides deeper insight to support decision-making within a fixed budget or one-time expense such as stimulus funds. Finally, the Balancing Act Taxpayer Receipt is an easy, effective way to demonstrate to residents that their money is being put to good use. Residents anonymously input data to generate a customized estimate of taxes paid.

Polco has received the highest levels of endorsement from the International Village/County Managers Association (ICMA), the National League of Cities (NLC), and the Government Financial Officers

Association (GFOA). Together, these organizations comprise thousands of village and county managers, council members, elected officials, and government finance professionals.

Polco continues to grow as we add additional capabilities to our community engagement platform. Our suite of tools ensures communities engage with residents and receive the insights necessary to optimize their resources and deliver the highest level of services to residents.

Our team's combined expertise has produced a robust digital engagement platform to gather critical information from community stakeholders, assess their needs, and monitor resident satisfaction and government performance. The platform includes three modules: Track, Engage, and Assess. Balancing Act is currently part of our Engage module and will eventually be part of our Assess module as well. Each module provides an innovative and impactful approach to community engagement which can be used to meet specific needs or combined for a more holistic approach to engagement.

We take pride in all the work we have done to positively impact public services and the quality of life in hundreds of communities. At the same time, we believe there is much important work left to be done. The public sector constitutes a significant portion of the economy, with over \$4 trillion available to state and local governments in the US alone in the past year. In order to allocate and spend these funds, it's more important than ever that local governments have access to accurate and reliable data to make decisions with confidence.

Our team of community engagement experts is committed to understanding your community's goals and challenges so we can tailor a solution aligned to the unique needs of your community. We look forward to working in partnership with you to power the best possible decisions for your community and see positive outcomes in the years to come.



Polco is proud to be in partnership with NLC & ICMA



Approach and Methodology

Survey Instrument - The National Community Survey™ (The NCS™)

We are proposing our turn-key benchmark survey product, The National Community Survey™ (The NCS™) for the Village's Public Opinion Survey.

The NCS has been the survey tool of choice for more than 500 communities across the country and is the only resident survey tool endorsed by the International Village/County Management Association (ICMA) and the National League of Cities (NLC). It has the advantage of being a cost-efficient, scientific tool for measuring resident satisfaction levels and perceptions. The NCS starts from a base of questions that ask respondents about the quality of local government services. The overall focus is on community livability, so other questions relate to the characteristics of the community that contribute to quality of life, as well as residents' experiences and engagement in community life. The level of standardization of this survey product makes it possible to provide benchmark comparisons for each standard item.

The National Community Survey™ (The NCS™)

- Gold standard for gauging public opinion.
 - Trusted by hundreds of jurisdictions.
 - Benchmark to 500+ communities
 - Clear, unbiased, and accurate results
- Evaluate services ► Enhance communication ► Measure quality of life ► Build trust
- Plan capital investments ► Inform budgeting ► Monitor performance ► Assist strategic planning

The NCS covers 10 key facets of community livability:

- Economy ● Mobility ● Community Design ● Natural Environment ● Safety
- Utilities ● Parks and Recreation ● Health and Wellness ● Education, Arts and Culture
- Inclusivity and Engagement

Outreach Administration

We are proposing our Polco Performance administration and outreach plan. A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure



statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with at least a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the village will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable).

We propose to employ multiple modes for outreach.

- Mailed postcard invitations to randomly selected households (with URL for online survey access) 3,000 households.
- Paper surveys will be mailed to all 3,000 randomly selected households. A postage-paid reply envelope would also be provided to return the survey to Polco for data entry.

We will work with the village to optimize the outreach plan, combining our experience with your knowledge of your residents and their needs (e.g., comfort with and access to technology and level of English literacy).

The online portion of the survey will be hosted on the Polco platform. The village will have a branded profile (using your logo) on which the survey would be hosted.

While the village will be conducting the survey with a random, scientific selection of households, officials may still want to hear from everyone in the community. To this end, we include an open participation option once the random survey has been in the field for at least a few weeks. To this end, we provide another web link that the village can post on its website and publicize it to encourage maximum participation. Polco will analyze the open participation data and determine whether combining the opt-in data with the scientific data would be beneficial toward reducing the margin of error around survey results, or if it should be reported under separate cover. The combination of scientifically collected data (via random selection) and opt-in data (non-random) is an emerging practice in the survey research industry.

A strength of Polco is the ability to turn what could be one-off respondents into a “panel” of residents for continued engagement. To take advantage of this feature, residents must be asked, or even required to register to Polco. In the first scenario, the resident completes the survey and after submitting, is given an option to provide an email address and zip code for continued engagement. In the second, the resident would be required to provide their email address and zip code to access the survey. Historically Polco has matched around 70% of its responding users on local voter files. Each user successfully matched against the verification list no longer needs to self-report most additional demographic and geographic information (age, gender, precinct/ward, etc.). This not only improves the accuracy of the results but helps stave off survey fatigue.

Village Responsibilities

While Polco will do most of the heavy lifting to provide the approach and methodology described in this proposal, the following would be the Village’s responsibilities:

- 1) Provide a project point person for Polco to work with on the survey logistics.
- 2) Provide input on the half of page of custom questions to be covered on the survey, provide feedback on survey drafts, and give final approval.
- 3) Provide necessary files for customizing the survey materials (e.g., logos, letterhead, electronic signature) as well as GIS files for any geographic sub areas to be tracked.
- 4) Publicize the survey effort, particularly the open participation survey, if the village desires to implement that option.
- 5) Provide feedback and final approval on reporting and presentation slide deck.

Analysis of Survey Results

The first step in preparing the resident data for analysis will be to weight the data to reflect the demographic profile of the residents of the community. Weighting is a best practice in survey research to adjust for potential non-response bias and ensure that the demographic characteristics of the survey respondents mirror the overall population. In general, residents with certain characteristics (for example: those who are older or homeowners) are more likely to participate in surveying. Weighting allows us to increase or decrease the weight of each respondent to mimic as closely as possible the demographic profile of Redlands as described by the U.S. Census and American Community Survey (ACS) data. The weighting variables to be considered will be all those demographics included on the survey. Additionally, Polco has extensive experience with complex weighting schemes required with targeting specific geographic subareas.

For quantitative analysis of the resident survey, we rely on IBM Statistical Package for the Social Sciences (SPSS). We believe that analysis must be replicable and leave a clear path. To this end, we keep every label and command run in SPSS in a syntax file available for audit and re-running, as necessary. We will code any open-ended responses using both an emergent approach, where themes are revealed through the analysis, combined with a deductive approach, where a scheme or codes are predetermined and applied to the data. We use various analysis techniques, suited to the project and question.

In addition to providing a full set of responses to each survey question, our online reporting includes interactive charts that show cross tabulations by geographic area and respondent characteristics, as well as comparisons of results against benchmark communities. The data and reports will undergo a thorough quality assurance review. We will audit the original data files and our statistical syntax/analysis files, compare automatically generated output to the formatted output in the report and data check all numbers and text prior to submitting the reports. This will ensure the data analyses are correct and staff, the media and the public will trust the results.

Benchmarking

Polco conducts and collects the most current resident surveys from jurisdictions across the country; we have the largest database of comparative resident opinion of any firm, containing over 700 comparison communities across the nation. The Polco Performance Plan includes comparisons to the national benchmarks. Should the Village wish to add optional custom benchmark sets, Polco's benchmark database contains communities that range widely in size, location, and other features, so we can easily



create benchmarks to make comparisons to the entire nation or a subset, such as all jurisdictions in a region or population range among other factors.

Reporting

Reports and presentations must serve staff and council members, appointed boards and commissions as well as the lay public and must be documents that the media can understand and find robust should they wish to press their credibility. These are challenges we accept enthusiastically.

Reporting for The NCS is online on Polco. This allows for interactive displays of your survey results - for ease of exploring and sharing. The reports include an executive summary, explanation of methods and breakdowns of results by areas (if included in the sampling) and respondent characteristics. Comparisons to national benchmarks are also included, and comparisons to regional benchmarks can be purchased. The reports can also be downloaded in PDF form.



Presentation of Results

We believe in making results interesting and straightforward in our presentations. Our presentations are attractive and visually intuitive; typically, 20-30 minutes in length. We recommend having 15-30 minutes following the presentation portion for questions, depending on your preferences. A remote presentation by Polco adds a great degree of confidence in the independence and reliability of your findings. Whether presenting to staff or council, the credibility of the presentation rests as much on the response to questions from the audience as on the summary of the slides. This is where the benefit of the reputation, education, and experience of the Polco team will be especially helpful to providing you the credibility and trust that top level managers expect.

The Engage Module

Module Overview

Community leaders use our Engage module to get essential input from residents and other stakeholders. They engage their community on a wide variety of topics at critical points in policy and decision-making cycles - information gathering, needs assessment, resource trade-offs, policy review, performance measurement, etc. Polco provides the platform to build from with customizable or templates surveys, polls, live events, and simulations.

Participant Overview

The Participant Overview empowers local governments to easily view their entire subscriber base in one place to see which residents are interacting with surveys, polls, live events, and simulations. This overview also allows you to view the demographics of your subscribers and watch your subscriber base grow over time.

Ask

Ask allows community leaders to post unlimited surveys, polls, and live events for resident input and measures resident satisfaction on a variety of livability topics. Choose from a variety of flexible question types, including open-ended, checkbox, satisfaction scale, option button, and point allocation. Conditional logic allows residents to skip questions where applicable and avoid survey fatigue. Use email outreach and social media templates to get the word out. View results on a heatmap to understand location-related issues. Hear from a representative group of residents on a wide range of everyday, emerging, and project-related issues with auto-weighting.

Polco Live

Try real-time polling with Polco Live to engage stakeholders at your in-person and virtual events. With Polco Live, your organization can gather useful information instantly, while encouraging audience participation at the same time. Polco Live brings you feedback seamlessly along with online streamed events, webinars, video calls, in-person meetings, and conferences. These capabilities allow residents to engage in real-time and transform static presentations into interactive, visual experiences that are engaging.

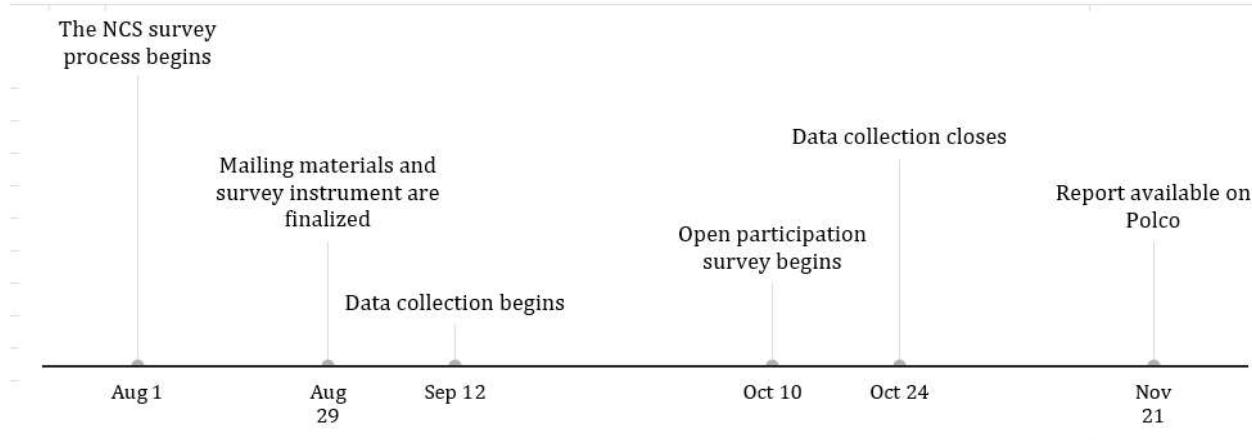
Engagement Library

Find 100+ expert-designed surveys and polls in the Library to help you save time and avoid fears or perceptions of bias. This library contains curated surveys and polls created by survey scientists at National Research Center, Polco's dedicated research team. They cover a wide variety of topics and service areas for which local governments commonly seek input.

Sample Project Timeline

The actual timeline is subject to change, based on contract award date, and the length of the Village's approval process for finalizing the survey and related materials, etc. We are happy to further discuss the Village's timing needs and provide other options if needed.

Timeline for The National Community Survey™



The Polco project management team will produce an exact timeline during the onboarding process with the village.

PREPARING FOR THE SURVEY, WEEKS 1-7

- | | |
|----------|--|
| (Week 1) | Program Manager (PM) sends The NCS for review |
| (Week 2) | [Optional add-on] Send PM drafts of custom questions to add to the survey, if applicable |
| (Week 5) | Mailing materials and survey instrument are finalized |
| (Week 6) | PM generates representative sample of households in your community |
| (Week 7) | Polco prints materials, prepares mailings, and sets up the survey online |

CONDUCTING THE SURVEY, WEEKS 7-16

- | | |
|-----------|---|
| (Week 7) | Data collection opens for The NCS |
| (Week 8) | Initial postcard invitation sent |
| (Week 9) | Second invitation sent |
| (Week 12) | Final invitation sent |
| (Week 14) | Open participation survey begins |
| (Week 16) | Data collection closes |
| (Week 16) | Send PM final count of returned initial postcards |

CREATING THE REPORT, WEEKS 16-20

- | | |
|---------------|---|
| (Weeks 16-20) | PM conducts survey analysis and prepares report |
| (Week 20) | PM provides final report |



Our Team

The Polco team has expertise in all aspects of community engagement. Team members have strong backgrounds in fields including city management, public policy, software engineering, communications, technology, data science, and research analysis. We are proud to have worked with hundreds of jurisdictions nationwide for more than two decades. Supportive, highly skilled, and knowledgeable- our team is resolute in helping the public sector, using our wealth of knowledge to help move communities forward.

Although we will have various team members assisting with the project, the exact personnel will be determined by their directors, listed below. Our directors will also be actively involved in the oversight of the project.

Heather Locke - Director of Customer Success

heather@polco.us 303-226-6988

2955 Valmont Road, Suite 300

Boulder, CO 80301

Heather has two decades of experience in customer success and management for the public and nonprofit sectors. Heather received an MA from the University of Colorado and focuses her professional work on cultivating relationships, product adoption, creating efficiencies, and cross-functional collaboration. As Director of Customer Success, she provides guidance and tools for customers to better understand, educate, and serve their populations. She is passionate about having the voices of all community members heard and is excited that Polco provides that opportunity.

Jade Arocha - Director of Survey Research

jade@polco.us 970-310-1738

2955 Valmont Road, Suite 300

Boulder, CO 8030

Jade is an experienced program manager and survey expert and has managed hundreds of community, business, and custom surveys in her nine years with Polco. She oversees our team of project managers at Polco. Their day-to-day work for her clients includes developing survey questions, creating sampling plans, performing extensive data analysis, writing thoughtful and perceptive reports on survey results, and delivering informative, crowd-pleasing presentations to our clients. Before joining the team at Polco, Jade worked as a professional research assistant and graduate-level writing tutor and instructor while attaining her master's degree in Agricultural and Applied Economics.

Experience and Reference List

Buffalo Grove

Evan Michel

Assistant to the City Manager

Ph: 847-459-2506

emichel@vbg.org



O'Fallon

Gregory Anderson

Management Analyst & Grants

Coordinator at O'Fallon, IL

ganderson@ofallon.org

618-624-4500 ext. 8724

- <https://www.Cityofschaumburg.com/government/general-government/national-community-survey>
- <https://lakezurich.org/DocumentCenter/View/11229/The-NCS-Report---Lake-Zurich-IL-2021>
- <https://www.cityofbatavia.net/806/National-Community-Survey-2020>

Polco works with over 20 area cities, villages, towns, and local government entities in Illinois and we are happy to provide more references and examples if requested.

Investment:

Item & Description	Unit Price
<p>Engage Module (all) + Assess Module-National Community Survey</p> <p>The National Community Survey® (The NCS®): The nation's most trusted community assessment of resident opinion.</p> <p>Respondents answer questions via Polco's civic surveying and engagement platform which includes real time results and the option to have respondents verified against voter lists. As participants respond they become part of your community's digital panel available for follow up questions, surveys, polls, and other engagement.</p> <p>Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). Our customer success team will guide your benchmark survey process to ensure smooth implementation.</p> <p>A representative sample of residents (or other appropriate stakeholders) will be invited to complete the survey to ensure statistically significant response and results. We will use statistically appropriate methodologies to garner community-wide representativeness with approximately a 6% margin of error (4-6% is typical and meets best practices for performance measurement, about 250-450 responses) per local jurisdiction. The invitations will contain an introduction outlining the importance of the survey and instructions for completing it. To supplement this effort, the client will be asked to participate in outreach efforts with guidance on best practices from Polco. Responses will be statistically weighted to ensure the best representation of your community (or stakeholder group, if applicable).</p>	<p>\$22,500/yr.</p> <p>(this includes the NCS and the engage module and all features as listed below)</p>
<p>The NCS - 1/2 Page of Custom Questions</p> <p>As The NCS is a comprehensive survey we suggest not adding custom questions to minimize respondent burden and recommend asking custom questions in a separate survey on Polco. However, we recognize that while you are making this larger effort to get input from your residents you may want to add a few custom items. This is not included in the Polco Performance plan but can be added.</p>	<p>\$2,800/yr. (a full page of custom questions can be added for \$5,000/yr)</p>

Remote Presentation of Results	\$3,000/yr.
A senior Polco staff member will make one presentation of survey results to staff, Council, Boards, or other appropriate groups. This will be conducted on Zoom or another appropriate technology (that is feasible for both parties and suits the purpose). For this presentation, we use Microsoft® PowerPoint or Google Slides as a visual aid and a copy of the slideshow is shared with your staff for internal use.	
Spanish Translation of Benchmark Survey	Included
Polco will provide a Spanish translation of your survey and publish it online for Spanish speaking respondents. Survey invitations will provide a URL and Spanish language instructions for completing the Spanish survey online.	
Total	\$28,300.00/
Extended Options for the Village	
Additional Language Translations of Custom Survey Survey invitations will include an in-language paragraph, giving instructions on how to complete the survey online in the selected language. This fee includes two language translations.	\$5,600/yr. (includes up to two additional languages)
Engage Module - All Features With Engage get input from residents online on any topic, at any time, through customizable or templated surveys, polls, live events, and simulations. Ask allows for unlimited surveys, polls, and live events for resident input and measuring resident satisfaction on a variety of livability topics. Automatic weighting of results ensures that you are hearing from a representative group of residents.	\$7,500/yr. (this is included in year 1 with the Assess Module/NCS) If the village wishes to continue for year 2 and 3 this will be the investment level per year.

This library contains curated surveys and polls created by survey scientists at National Research Center, Polco's dedicated research team, to help you save time and eliminate bias. Full access includes all surveys in the Polco Library (over 100 surveys).

Easily view your entire subscriber base in one place to see which residents are interacting with your surveys, polls, live events, and simulations. View demographics of your subscribers and watch your subscriber base grow over time.

Instant polls with video embed capabilities let you engage residents in real-time and take immediate action.

Premium Features

Custom Profile

Unlimited Content

10 Administrator Seats

Resident Verification

Guest Responses

Demographic breakdowns

Geographic Maps

Access to Full Library of Polls and Surveys

Results Filtered by Verification Status

Advanced Survey Creation Options

Custom Geographic Areas

When the village is ready to investigate more data to drive decisions, grant applications, and policy recommendations, we suggest reviewing our track module.

The Track Module

The Track Module's data dashboards place community statistics alongside resident sentiment to provide insight into areas of strength and need in your community. Comparisons to our nationwide database provide context for your community's data. These dashboards are powered by the strategic Government Performance Action and Learning (GPAL) collaboration. GPAL was originally envisioned by Polco and COWS at UW Madison in conversation with ICMA.

Data scientists from Polco and COWS vetted data from hundreds of potential sources and chose the highest quality, most comparable, and most comprehensive performance metrics. Thousands of hours

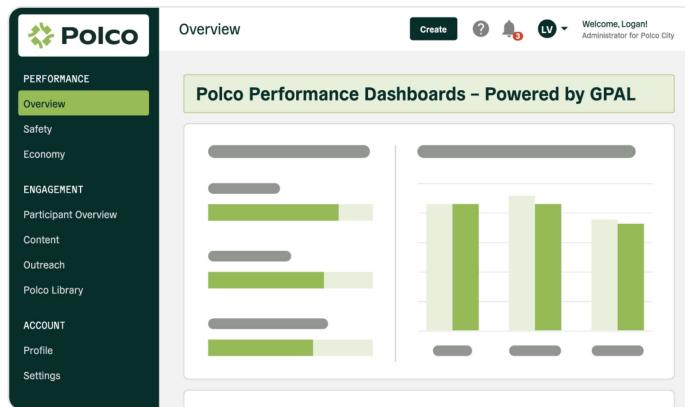


were dedicated to collect, clean, and integrate hundreds of data points. This data was then added to Polco's proprietary database of longitudinal stakeholder sentiment from hundreds of communities and organized into the domains from the National Research Center's model of community livability - a model developed through decades of research and work with local governments. Indices were developed to provide an overview of community health in each domain, with deep dives into the components. The indices and overall model were improved through review and discussion with key initial collaborators at Arizona State University, Envisio, and Stanford.

The Dashboards:

The data from the GPAL partnership powers six Domain Dashboards and one Overview Dashboard. **The Overview Dashboard** brings together community statistics and resident sentiment to reveal the overall health of a community or district. The dashboard shows change over time, identifies characteristics of the community needed to enhance the quality of life, shows resident perceptions of the quality of current government services and community life, and enables you to see how your community performs in comparison to others.

The Domain Dashboards focus on six key areas: Economy, Community Health, Community Connection, Land Use, Safety, and Education, Arts, and Culture.

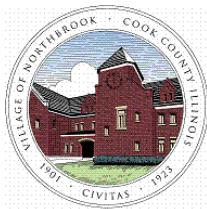


The Community Connection Dashboard provides the data that local governments need to foster an environment of connection across the community, which results in more engaged residents. The dashboard includes the following community statistics, among others: a sense of civic community and provide, attracting people from diverse backgrounds, and social vulnerability index (0-100).

Here is a quick summary of our Balancing Act Budget Engagement tools:

- Budget Simulation: provides a way for the City to frame tough financial tradeoffs and puts residents in the shoes of decision makers. It offers several different ways to interact with the budget items and produces detailed, visual reports. We have adapted the budget simulation to be used with plans for housing, climate action, transit, parking and more.
- Prioritize: is a simple, visual way to present projects and costs. Based on a set budget, users select projects up to the specified amount, and rank order them. The report provides weighted and unweighted results and can identify top projects based on a variety of voting techniques. This tool is well suited for a specific funding source such as budget surpluses or capital projects.
- Taxpayer Receipt: produces for residents an estimate of taxes paid and how they are utilized, illustrating the value received from the city.

Included is Meeting Mode (where you can get feedback in real time from your constituents), detailed back-end Analytics and unlimited technical assistance. The software requires no installation, is easy to set up and easy to use.



MEMORANDUM

VILLAGE OF NORTHBROOK

INFORMATION TECHNOLOGY

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: LORI D. BAKER, CHIEF INFORMATION OFFICER
DATE: July 25, 2023
SUBJECT: A RESOLUTION APPROVING A CONTRACT FOR CYBERSECURITY TRAINING SERVICES WITH KNOWBE4

In July 2020, the Village Board approved the three-year contract of a cybersecurity training and testing program from KnowBe4. KnowBe4 has been successfully used for the past three years to provide various cybersecurity training and testing programs to all Village staff and elected/appointed officials that have active accounts in Village systems. Training has been delivered every other month, and phish testing occurs on a regularly scheduled basis. Additionally, KnowBe4's Compliance module has been utilized to manage training on additional topics such as Harassment Awareness. KnowBe4 provides a single location to administer the training and testing, and provides simple reporting capabilities to quickly identify issues and those Staff that would benefit from additional training.

Village Information Technology (IT) Staff reviewed the Village's usage of KnowBe4 and determined that the KnowBe4 subscription continues to meet the Village's needs when it comes to cybersecurity awareness training and testing. IT Staff requested a three-year renewal quote from KnowBe4 and received a quote in the amount of \$21,410.40 for a subscription covering August 28, 2023 through August 27, 2026, paid up front. This quote includes a 15% discount since the Village is an Intergovernmental Risk Management Agency (IRMA) member.

Recently, IRMA has started offering reimbursement to member agencies for a three-year subscription to KnowBe4. The IRMA reimbursement program is on a three-year budget plan, through 2025, with reimbursements covering a calendar year subscription. The Village's KnowBe4 subscription starts in August of each year. For this new three-year subscription, IRMA will reimburse the Village a total of \$14,273.60 (January 2024 through December 2025), with reimbursements paid in April of those years. If IRMA budgets additional funding for reimbursement beyond December 2025, the Village will receive further reimbursement for the third of the three-year subscription in 2026.

Based on these factors, Village staff recommends procuring a three-year subscription from KnowBe4 in a total amount not to exceed \$21,410.40. Sufficient funds are available in the Village's Fiscal Year 2023/2024 budget, in Account No. 11-1400-706-00, to complete this purchase. Staff also recommends approving the \$14,273.60 reimbursement from IRMA, reimbursed at \$7,136.80 in April 2024, and another \$7,136.80 reimbursement in April 2025.

Staff will be available at the meeting of the Board of Trustees on July 25, 2023 to address any questions that may arise.

Resolution (ID # 6744)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving a Contract for Cybersecurity Training Services from KnowBe4

is hereby adopted, as follows:

Section 1. Recitals.

The Fiscal Year 2023/2024 annual budget provides funding for the purchase of the Village's cybersecurity training and testing subscription with KnowBe4. The Village's Information Technology Staff has reviewed the KnowBe4 subscription, in use at the Village since 2020, and has agreed this service is critical to the Village's cybersecurity program.

Village staff solicited a quote from KnowBe4 for a three-year subscription. Based on these factors, the Village Staff recommends entering into a three-year subscription ("Subscription") for cybersecurity training and testing services with KnowBe4 ("Vendor") in the not-to-exceed amount of \$21,410.40 with funds from Account No. 11-1400-706-00. The three-year subscription would be paid in one upfront payment of \$21,410.40.

Intergovernmental Risk Management Agency ("IRMA") is offering a reimbursement to its members for KnowBe4 subscriptions. IRMA has confirmed that the Village will receive two annual reimbursements, in April 2024 and April 2025, each in the amount of \$7,136.80, for a total of \$14,273.60 towards the \$21,410.40 cost of the three-year subscription. If the IRMA reimbursement program is funded for 2026, the Village will receive a third reimbursement in April 2026 in the amount of \$7,136.80.

Based on these factors, Village Staff recommends the purchase of a three-year subscription with KnowBe4 for cybersecurity training and testing services.

The President and the Board of Trustees have considered the expenditure described above and determined it is in the best interest of the Village and the public.

Section 2. Approval of Expenditure.

The Village Manager and Village Clerk are hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the three-year Subscription from the Vendor and to pay the subscription in FY 2023/2024 in the amount of \$21,410.40.

Scheduled: 7/25/2023

ATTEST:

Village President

Village Clerk

KnowBe4

33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Prepared By Alicia Johnson
Email aliciaj@knowbe4.com

Bill to Name Village of Northbrook - IL
1225 Cedar Ln
Northbrook, IL 60062-4513
USA

Description 36 Month Term Includes our 20%
Multi-Year Discount

Total Term(Months) 36

Non Profit Discounting has been applied to this quote.

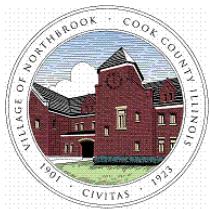
PRODUCT	DESCRIPTION	QTY	LIST PRICE	DISC. (%)	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
KMSATD	KnowBe4 Security Awareness Training Subscription Diamond	330	USD 59.76	15	USD 50.80	USD 1.41	USD 16,764.00
CMP	KnowBe4 Compliance Plus Subscription Must have current KMSAT Subscription to use product.	330	USD 16.56	15	USD 14.08	USD 0.39	USD 4,646.40

Grand Total USD 21,410.40

Signature
Name
Title
Date

Terms & Conditions

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, mid-subscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.



MEMORANDUM

VILLAGE OF NORTHBROOK

POLICE

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: CHRISTOPHER KENNEDY, POLICE CHIEF
DATE: July 25, 2023
SUBJECT: A RESOLUTION AUTHORIZING THE PURCHASE OF EAP SOFTWARE FROM HARTING ASSOCIATES, INC.

The FY 2023/24 Village Budget includes funding to replace the software currently used by Counseling Services to serve internal and external clients. Village staff is requesting authorization to enter into an agreement with Harting Associates, Inc. of O'Fallon, IL for the provision of these software and hosting services.

Counseling Services staff has been using a version of Harting Associates, Inc. software since 2005. Harting Associates, Inc. purchased the current software (Caseware Premier) from Medcomp Software in 2015. Harting Associates, Inc. is phasing out Caseware Premier by the end of August 2023 for their newest, cloud-based platform called EAPro360.

Harting Associates, Inc. demonstrated the EAPro360 software for Counseling Services and IT staff. While the functionality is similar to Caseware Premier, staff anticipates that EAPro360 will be a significant improvement. EAPro360 offers features necessary and relevant to administer our small program and track client information. Harting Associates, Inc. has consistently offered excellent customer service through live support and demonstrated the willingness to modify the software to meet the requests of their municipal clients. Most importantly, EAPro360 is cloud-based and will relieve IT staff of the cost and effort associated with maintaining software and hardware on premise. This is a change from the on-premise platform in use now and meets the IT Department's goal of increasing the Village's use of cloud-based support.

Other software providers were sought out, but most offer products geared towards private or medical practices which included modules, such as a client payment portal and claim tracking features, that would be unnecessary for Village purposes. Generally, the product offerings were made for larger practices and township programs with minimum license or client requirements much greater than our needs. As many of the software offerings were based on a la carte monthly subscriptions with a free trial, Counseling Services staff did explore a couple of potential vendors such as Theranest, Therapy Notes, and Eccovia, but still found the functionality of EAPro60 to be the best fit for Northbrook.

Harting Associates, Inc. is proposing a two-year agreement with the annual costs listed in Table 1 below. The proposed agreement and pricing are attached. If approved, the Village will be obligated to pay a portion at the time of contract signing and a portion when the software is useable in a live environment. Maintenance and support will be the responsibility of the vendor at an ongoing annual cost of \$7,840.

Pursuant to Section 5A of the Village's Purchasing Policy, staff is seeking a Specially Authorized Waiver of competitive bidding requirements. The EAPro360 software design was driven by law enforcement social work program needs and a market survey revealed there are no other satisfactory platforms. In

addition, the Village has an established, successful professional relationship with the vendor.

Table 1. Annual Cost of Proposed EAP Software	Year 1	Year 2	Total
License Fees	\$5,904.50	-	\$5,904.50
Service Fees	\$7,705.00	-	\$7,705.00
Annual Hosting Fees	\$7,840.00	\$7,840.00	\$15,680.00
Total	\$21,449.50	\$7,840.00	\$29,289.50

Once the agreement is signed, the Village will be placed on a waitlist for software set up and data conversion as the vendor is currently transitioning many of their Caseware Premier clients to EAPro360. We will continue to use the current software until the conversion is complete.

Staff recommends that the Village Board authorize an agreement with Harting Associates, Inc. of O'Fallon, IL for EAP software and hosting services. Sufficient funding is available in Account 11-1400-554-00. Staff will be present at the July 25 Board of Trustees meeting to answer any questions.

Resolution (ID # 6796)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Waiving Competitive Bidding and Authorizing the Purchase of EAP Software from Harting Associates, Inc. of O'Fallon, IL

is hereby adopted, as follows:

Section 1. Recitals.

The FY 2023/24 Village Budget includes funding to replace the software currently used by Counseling Services to serve internal and external clients. Village staff is requesting authorization to enter into an agreement with Harting Associates, Inc. of O'Fallon, IL (“*Vendor*”) for the provision of these software and hosting services.

Counseling Services staff has been using a version of the Vendor’s software since 2005. The Vendor purchased the current software (Caseware Premier) from Medcomp Software in 2015. The Vendor is now phasing out this software by the end of August 2023 for their newest, cloud-based platform called EAPro360.

The Vendor has demonstrated the EAPro360 software for Counseling Services and IT staff. EAPro360 offers features necessary and relevant to administer the Village’s small program and track client information. The Vendor has consistently offered excellent customer service through live support and demonstrated the willingness to modify the software to meet the requests of their municipal clients.

The Vendor is proposing a two-year agreement (“*Agreement*”) for installation, maintenance, and hosting of the software services (“*Services*”). The total first year cost will be \$21,449.50 and \$7,840.00 in the second year. This software will support the Village’s Counseling Services Unit by documenting and tracking client information.

Staff recommends waiving the Village’s competitive bidding requirements and authorizing the Agreement with the Vendor in the not-to-exceed amount of \$29,285.50 over the two-year term of the Agreement.

The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the Public to enter into the Agreement for Services with the Vendor.

Section 2. Waiver of Competitive Bidding.

The requirement that competitive sealed bids be solicited for the Services shall be, and is hereby, waived.

Section 3. Approval of Agreement.

The Agreement shall be, and is hereby, approved in a form acceptable to the Village Manager and the Village Attorney.

Section 4. Approval of Expenditure.

The Village Manager and Village Clerk are hereby authorized and directed to execute all such documents and make such payments as are necessary to complete the procurement of the Services from the Vendor in the not to exceed amount of \$29,289.50 for the two-year term of the Agreement.

Scheduled: 7/25/2023

ATTEST:

Village President

Village Clerk

EAP SOFTWARE AND SERVICES AGREEMENT

This EAP SOFTWARE AND SERVICES AGREEMENT (“Agreement”) is executed on the [REDACTED] day of [REDACTED], 2023 (“Effective Date”), by and between **Harting Associates, Inc.**, a For-Profit “S” corporation with its principal place of business at 612 Pierce Blvd, O’Fallon, IL 62269 (hereafter referred to as HAI), and Village of Northbrook hereafter referred to as (CUSTOMER), with its principal place of business at [REDACTED]. HAI and CUSTOMER shall collectively be referred to within this Agreement as “the Parties” or individually as a “Party.”

WHEREAS, HAI offers to sell User Licenses to its EAP Software, Conversion of data, training and Hosting Services as outlined below on the terms and conditions herein set forth; and

WHEREAS, CUSTOMER desires to acquire such User Licenses and Services as outlined below on the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby covenant and agree intending to be legally bound as follows.

TERMS AND CONDITIONS

I. SOFTWARE LICENSES

- A. LICENSES. HAI hereby provides to CUSTOMER the following perpetual, nontransferable User Licenses to the following **EAPro360®** Software with the warranties contained in this Section I:
 - 1. Four (4) User Licenses to **EAPro360®** EAP Software (“Software”) Basic Package

B. LICENSE WARRANTIES

- 1. HAI warrants that Software will operate in accordance with the documentation in Attachment A.
- 2. HAI warrants that it has full rights to grant the Licenses to CUSTOMER and that the CUSTOMER’s User Licenses will not infringe upon the proprietary rights of any third party.
- 3. HAI warrants that the Software is at the current release level.
- 4. To assure that the software offers security and protection of CUSTOMER’s data, HAI notes the following.
 - a. HAI agrees to comply with, and to cause its employees, subcontractors and agents to comply with, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder, as well as the The Health Information Technology for Economic and Clinical Health Act (HiTech), part of the American Recovery and Reinvestment Act of 2009.
 - b. Both parties agree that they have an existing Business Associate Agreement. All CUSTOMER data and data files received by HAI

- from CUSTOMER shall be protected in accordance with this Business Associates Agreement (BAA).
- c. Software Security. HAI warrants that it periodically has its software reviewed for security flaws by independent organizations that specialize in application security at HAI's expense. Each review covers common software and business process vulnerabilities, including third party components and libraries. The annual audits by outside auditing firms include the following.
- i. HAI has a SOC 2, TYPE 2 audit of its system annually by an outside auditing firm that is certified by the AICPA and that report is available upon request.
 - ii. HAI also has an annual external audit of its HIPAA Compliance. An Attestation Letter from the company that conducts the audit is available to Hosting Customers.
 - iii. At least annually, HAI contracts with an independent firm to complete a Penetration/Vulnerability audit and CUSTOMER is provided a copy upon request.
5. HAI warrants that its **EAPro360®** Software, in totality, has been written by programmers located in the United States who have had background checks and drug tests prior to their coding **EAPro360®**.
6. Off-Shore Contracting. HAI shall not transmit or transfer to, or allow access from, any offshore location to any confidential or other personal information (including PHI).
7. Data Rights. As between CUSTOMER and HAI, all CUSTOMER Data, including, without limitation, all Protected Health Information ("PHI"), shall be the sole and exclusive property of CUSTOMER. HAI shall not use or disclose such information except as necessary to perform under this Agreement or as permitted or required under the Business Associate Agreement.
- C. GENERAL LICENSE PROVISIONS
1. License Grant. Subject to the terms of this Agreement, HAI grants to CUSTOMER non-exclusive, perpetual, non-transferable User Licenses to use the Software, including any Installation and Technical Documentation, and a non-exclusive, non-transferable sublicense to use the third-party software tools used within the software. This non-transfer clause also includes related documentation for CUSTOMER's internal business purposes. CUSTOMER may prepare a reasonable number of copies of the Licensed Software for archive and backup purposes only or to replace a corrupt or defective copy, and a reasonable number of copies of any Documentation for internal use purposes only, so long as all copies of the Software and Documentation contain the proprietary notices appearing on the copies initially furnished to CUSTOMER.
 2. Restrictions. Except as strictly necessary for CUSTOMER to exercise the express rights described in Section V. A. above, neither CUSTOMER nor its Licensed Users may: (i) make copies of the Licensed Software (other than as authorized in Section V. A.); (ii) distribute the Licensed Software

- to others; or (iii) electronically transfer the Licensed Software (including data and images displayed, transmitted or stored in the database) outside the CUSTOMER's intranet or network dedicated for the System, or over the Internet, or to an entity that is not a Licensed User.
3. Intellectual Property Rights. As between CUSTOMER and HAI, HAI is and shall remain the sole owner of all right, title, and interest in and to the Licensed Software, including all upgrades, updates, and error corrections, and to all intellectual property rights embodied therein or related thereto. No rights thereto are granted (whether by implied license or otherwise), to CUSTOMER, except as specifically provided in this Agreement.

II. RELATED SERVICES

A. HOSTING

1. HAI will provide a Secure Hosting Environment for CUSTOMER's Four (4) User Licenses to **EAPro360®** Software as described in Section I. A.
2. HAI will provide a secure Environment and maintain their SOC 2 Type 2 external audit certifying their compliance with the AICPA Trust Criteria of Confidentiality, Availability and Security.
3. HAI will provide for the term of this Agreement all necessary operating system Licenses as follows:
 - a. Web Server Operating System;
 - b. SQL Server Operating System;
 - c. SQL Server Licenses for the SQL Server; and
 - d. SQL Server Reporting System (SSRS).
4. HAI and CUSTOMER agree to utilize Multi-factor Authentication for the Users sign-on to **EAPro360®**. The cost of this is included in the Hosting fee.
5. INSTALLATION –
 - a. Installation will be managed by HAI on its servers. As part of the hosting services, installation by HAI will consist of ensuring that the following items are functional on the HAI Servers.
 - b. HAI will install the CUSTOMER'S User Licenses to their **EAPro360®** on a HAI web server and the associated SQL database in which their data will be kept on a HAI SQL Server,
 - c. HAI will be available to consult by phone with CUSTOMER IS staff as they test the internet connection between each computer and HAI's Web Server that will house their User Licenses to **EAPro360®**. CUSTOMER will also test the printing function at each computer.

B. TRAINING

1. HAI will provide 1 day of on-site training of CUSTOMER'S staff on mutually determined dates.
2. The CUSTOMER will have final approval of the agenda for training and when it will be held.

- C. **ON GOING SUPPORT** - On-going Support will be provided as outlined in Attachment B.
- D. **CONVERSION OF DATA** – Conversion of the existing data from Premier EAP Software SQL database will be completed as part of this Agreement. See Attachment C.
- E. **Customizations** – There are 10 hours of customizations included in this agreement. Exact customizations to be determined. Should customizations not be used, Customer may reduce final payment by the cost of unused customization hours or reserve the time for future customizations.

III. TERM/TERMINATION

- A. The term of this Agreement in reference to the purchase of the software Licenses and services begins on the Effective Date. The term for the Hosting services shall begin on the first day of the month in which Hosting Services begin and shall continue for a two (2) year period. Thereafter, the Hosting Agreement may be renewed for additional one-year terms upon written agreement of the parties.
- B. **With Cause**. Either party may terminate this Agreement with cause upon written notice to the other party as follows: (i) if either party breaches a material provision of this Agreement and such breach is not cured within sixty (60) days after written notice has been given to the breaching party; (ii) in the event of a filing of a petition in bankruptcy whether voluntary or involuntary or an assignment for the benefit of creditors; (iii) conviction of either party of a felony or a crime of moral turpitude; either party's license is revoked, suspended, or not renewed; or loss by either party of the right to participate as a provider in Medicare, Medicaid, or any other federal or state health care program as a result of quality issues or any adequate care or compliance issues; (iv) either party has a good faith concern that the other party is or may become the subject of an investigation or claim involving false claims, improper billing, or other material compliance issues that could expose a party to potential civil or criminal penalties.
- C. **Immediate Termination**. This Agreement may be terminated immediately by either party upon the occurrence of any one of the following events: (a) conviction of either party of any health care related crime defined in 42 U.S.C. 1320a-7(1); (b) any other conduct or activity by either party that jeopardizes the proper operation of the other party; or (c) either party's debarment from, suspension from, exclusion from, or ineligibility to take part in, Federal or state-funded health care programs.
- D. **Termination for Convenience**. Either party may terminate this Agreement without cause, for any reason, and without penalty, by providing written

notice of the termination to the other party at least 30 days' before the date on which the annual hosting fee is due. If Customer terminates for convenience prior to the end of the initial 2 year term, Customer shall pay HAI for the remaining amount of the agreement.

IV. CUSTOMER OBLIGATIONS

- A. Payment Schedule. Customer will complete the following as part of this Agreement.
1. Customer shall pay HAI Twenty-One Thousand Four Hundred Forty-Nine Dollars and fifty cents (\$21,449.50) for the software licenses and implementation services listed in Sections I and II and as further detailed below and in Attachment D and Attachment E, according to the following payment schedule:
 - i. The first payment of Nine Thousand One Hundred Twenty-Two Dollars and seventy cents (\$9,122.70) will be invoiced by HAI at the time of signing this Agreement and shall be paid by Customer within 60 days following Customer's receipt of the invoice in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
 - ii. The second payment of Twelve Thousand Three Hundred Twenty-Six Dollars and eighty cents (\$12,326.80) will be invoiced by HAI 30 days prior to training/go-live and shall be paid by Customer within 60 days following Customer's receipt of the invoice, in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*
 2. CUSTOMER shall pay HAI in accordance with the Payment Terms attached hereto as Attachment D and incorporated herein by this reference. CUSTOMER will pay HAI the invoice amount in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
 3. Annual Hosting fees are due every subsequent year on the first day of the month in which Hosting begins, lasting for the term of the agreement and as outlined in Exhibit C. Any increase in the hosting and support fees upon renewal of the agreement shall be provided to CUSTOMER 60 days prior to the end of the current term and customer shall have the right to terminate by providing 30 days notice to HAI.
 4. Both parties agree that, if the fees for Licenses or Services within fifteen days (15) of the due date, a one percent (1%) late fee will apply, and an additional one percent (1%) will be due for each 30 days or portion thereof after the due date. If the payment for the Hosting Services is more than forty-five (45) days past due, access to the software and data will be stopped until payment is received.

B. HAI hereby certifies that the prices listed on the Attachment D and Attachment E {00128013.2}Agreement between Village of Northbrook and Harting Associates, Inc.

June 2023

Page 5 of 11

represent the final price. There is no additional cost for other computer programs and there are no additional computer programs needed to run the Software unless otherwise specified herein.

- C. In the future, additional charges as agreed upon in writing by the Parties could include such items as the following:
 - 1. Customizations;
 - 2. Upgrades to the Software; and
 - 3. Additional User Licenses.
- D. Updates correcting errors in the program or offering increased security are included in the Annual Hosting/Service Agreement and are therefore provided at no additional charge.
- E. CUSTOMER will provide a list of the initial Three (3) Licensed Users of their Basic Package and usernames for any other sections of **EAPro360®**.
- F. CUSTOMER maintains ownership and rights to its database(s) at all times. If the Hosting services are terminated, HAI will provide the installation files and instructions, and a SQL Backup copy of CUSTOMER'S database within 48 hours of service termination or before the end of the term of the contract, whichever occurs first. In the event CUSTOMER is more than ninety (90) days past due in payment of the hosting fees, their SQL database will be backed up and be made available to CUSTOMER'S emergency contact through a Secure File Transfer Protocol.
- G. CUSTOMER hereby agrees to not copy or otherwise distribute the User Licenses for the Software to other organizations or entities.
- H. CUSTOMER will, at the time of signing this Agreement, provide one person as the contact point for decisions on target dates, training dates, go-live dates, final approval of customizations, conversion and other decisions as will be necessary to meet the projected dates for implementation.
- I. CUSTOMER Information Systems staff will be available during the Training day(s) to inform CUSTOMER staff of sign-ons, problem resolution or other issues they would like to inform CUSTOMER staff of during the training. Information System staff does not have to be on-site unless problems occur needing their on-site assistance and expertise.
- J. CUSTOMER will provide prior to the Go-Live date, a list of Emergency Contact information on the form provided by HAI.
- K. CUSTOMER agrees to their data being backed up utilizing the HAI Disaster Recovery solution explained in this Section or by another solution with comparable specifications to whom CUSTOMER agrees in writing in the future.

- a. The solution, DATTO, will back up the critical servers upon which your web site and MS SQL database reside. DATTO is a national company who has been vetted by HAI as to encryption, BAA compliance, cybersecurity standards and history.
- b. This backup system will be able to boot up a replica server the moment a server should fail and will continue to run until the failed server is repaired/replaced.
- c. The solution will replicate our Data Center servers in the DATTO private data centers. In the event of a serious disaster, the solution will spin up a replica of our IT environment in DATTO's virtualized environment located on their Private environment. Our Data Center can operate in a replicated virtualized environment until the Data Center servers are replaced/repaired.
- d. All data is encrypted before transfer, during the transfer, and at rest in the data centers.

V. GENERAL PROVISIONS

- A. This Agreement constitutes the entire Agreement. The Agreement may be amended by either party if before such amendment be operative, it is reduced to writing and agreed to and signed by both parties.
- B. It is expressly understood and agreed that the personnel furnished by HAI to perform the services stipulated under this Agreement will be HAI's agents, and shall not be considered employees of CUSTOMER.
- C. Confidentiality of CUSTOMER Information. HAI understands that CUSTOMER has certain obligations as defined by both State and Federal Law to keep patient-related information confidential. (e.g. HIPAA) Additionally, HAI understands that CUSTOMER may be required to disclose confidential business information to HAI. HAI agrees that it will keep confidential all patient-related information. Additionally, HAI agrees to keep confidential CUSTOMER business and financial information that is disclosed to it considering all such information to be confidential, whether marked as confidential or not.
- D. Indemnification. Each party (the "Indemnifying Party") shall, at its own expense, defend, indemnify and hold harmless the other party and its and their directors, officers, employees, agents, predecessors, successors-in-interest and assignees (collectively, the "Indemnified Parties") from and against any and all third party claims, demands, suits, actions or proceedings arising from or relating to (or alleged to arise from or relate to) that party's breach of this Agreement or other tortious acts or omissions.
- E. Dispute Resolution. Representatives of CUSTOMER and HAI will meet, at the request of either party, in an attempt to resolve any controversy or claim ("Dispute") relating to this Agreement. If the Dispute is not resolved within five days after the representatives meet to resolve the Dispute, CUSTOMER and HAI may

select a mediator (the "Mediator") to resolve the Dispute through non-binding mediation. If mediation is selected, both parties agree to cooperate with the Mediator in an effort to resolve the Dispute, and, if the Dispute is not resolved through either negotiation or mediation within sixty (60) days after the Dispute is first identified, either party may exercise any right available to the party to resolve the Dispute.

- F. Insurance. Notwithstanding any other agreed upon language or agreements between the parties, the parties agree as follows and specifically agree that this language supersedes and replaces any prior or subsequent conflicting agreements between the parties.

Harting Associates, Inc. shall provide evidence of insurance coverage to CUSTOMER.

Without limiting Harting Associates, Inc.'s indemnification obligations under the contract or agreement, Harting Associates agrees to procure at its expense, and to maintain, policies of insurance in accordance with this section. Insurance Coverages with a reputable insurance carrier or carriers as determined acceptable by Client as follows:

1. Workers' compensation in accordance with the provisions of the applicable workers' compensation law or similar laws of the commonwealth state, territory, or province having jurisdiction over the applicable employee(s).
2. Employer's Liability Insurance (if coming onto Customer's site) covering claims for damages because of bodily injury, occupational sickness or disease, or death of Harting Associates, Inc. employees under any applicable employer's liability law in accordance with the minimum requirements of any such law. Such insurance will provide coverage in the jurisdiction(s) in which the Services are performed, the jurisdiction(s) in which Harting Associates, Inc. employees reside, and the jurisdiction(s) in which Harting Associates, Inc. is domiciled.
3. Commercial General Liability Insurance including Contractual Liability, Products and Completed Operations Liability, Broad Form Property Damage Liability including coverage for contractual liability. Limits of liability will not be less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Commercial General Liability insurance will be written on an occurrence basis.
4. Automobile Liability Insurance (if coming onto CUSTOMER's site) covering property damage and bodily injury, including death, arising out of the ownership, maintenance, or use of any owned, non-owned, leased or hired automobile, with a combined single limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage.
5. Harting Associates, Inc. shall maintain Cyber/Network Security and Privacy Liability Insurance in an amount of not less than \$3,000,000 combined single limit to cover civil, regulatory, and statutory damages, contractual damage, as well as data and security breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach violation or infringement of right to privacy, consumer

- data protection law, confidentiality or other legal protection for personal information, as well as confidential information of Client.
6. Harting Associates, Inc. shall maintain Technology Errors & Omissions Insurance covering all services being performed and software being developed by Harting Associates, Inc. for Client and arising out of Harting Associates, Inc. failure to perform, error or omission, or professional negligence.
- Such Insurance shall include any obligations to indemnify for failure to perform professional services. The Technology Errors & Omissions Insurance shall be maintained with minimum limits of \$3,000,000 each claim and in the aggregate during the course of this contract.
- Harting Associates, Inc. shall furnish an Original Certificate of Insurance on ACORD form 25 as evidence that the above insurance is in force stating policy numbers, dates of expiration, limits of liability and coverages there under. An original of such notice shall be sent via mail to certificate holder.
7. Should such policies be cancelled or materially changed before the expiration date, the HAI will provide thirty (30) days prior written notice to CUSTOMER.
- G. Notices. Any notice required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified mail or sent by a nationally recognized courier service to the party to receive such notice at the following addresses.

If to HAI:

Harting Associates, Inc.
4972 Benchmark Centre Drive
Suite 200
Swansea, IL 62226
Attention: Amy D. Harting, COO
618-632-3145
amy@hartingeap.com

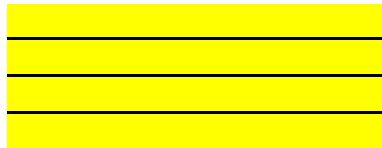
If to CUSTOMER:

Organization:

Address:

Address 2:

City/St/Zip:



Attention:

Phone:

Email:



Either party to this Agreement may change the address to which notice is to be submitted by notice delivered pursuant to this paragraph.

- H. Ability to Perform. HAI represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.
- I. Authorization. The execution, delivery and performance by HAI of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which HAI is now a party or by which HAI is now or may become bound.
- J. Company Background. The information disclosed by HAI regarding its corporate structure, financial condition, expertise, and experience is true and correct. HAI will promptly notify Village in writing of any material change to or about HAI, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.
- K. Conflict of Interest. HAI represents and certifies that, to the best of its knowledge: (1) no Village employee, official, or agent has an interest in the business of HAI or this Agreement; (2) as of the date of this Agreement, neither HAI nor any person employed or associated with HAI has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither HAI nor any person employed by or associated with HAI will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- L. No Collusion. HAI represents and certifies that HAI is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless HAI is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq.* HAI represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that HAI has, in procuring this Agreement, colluded with any other person, firm, or corporation, then HAI will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

- M. Sexual Harassment Policy. HAI certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- N. No Default. HAI is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.
- O. No Legal Actions Preventing Performance. As of the Effective Date, HAI has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against HAI in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect HAI's ability to perform its obligation under this Agreement.
- P. Patriot Act Compliance. HAI represents and warrants to the Village that neither HAI nor any of its principals, shareholders, or other employees or officials (collectively "**Personnel**") is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. HAI further represents and warrants that HAI and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. HAI must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.
- Q. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.
- R. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.
- S. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and HAI with respect to the Services.
- T. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar)

nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

- U. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

[SIGNATURE PAGE FOLLOWS]

Both parties, by their signatures below, represent that they are the duly authorized representatives of their respective organizations and that this Agreement spells out all of the terms and conditions between the parties and hereby agree to the terms and conditions herein.

VILLAGE OF NORTHBROOK

Printed Name: _____

Title: _____

DATE

Attest: _____

Printed Name: _____

Title: _____

DATE

HARTING ASSOCIATES, INC

Amy D. Harting

President

Harting Associates, Inc.

d/b/a Harting EAP Software

DATE

ATTACHMENT ADESCRIPTION OF THE BASIC PACKAGE

October 2019

The EAPro360 EAP Program Basic Package contains functionality to complete the following services provided by an Employee Assistance Program (EAP). The Mission is to provide input and include all services into one report demonstrating the total services provided by an EAP.

CI. **COMPANIES** served are tracked so that information on an unlimited number of companies can be stored including contacts, names, addresses, # of employees, Health Plans, Divisions, Occupations, and much more.

CLIENT information is a major function of EAPro360.

1. Users can create new fields, change field names and options
2. Users can create new Case Types such as EAP, Coaching, Work Life, etc.

An integrated APPOINTMENT SCHEDULER saves time in enabling staff to click on an Appointment ang to right to the clients' file. A Waiting List is already built in. The Appointment schedule can be individually displayed by counselor by quarter hour, half hour or hour segments. Columns for staff are unlimited and can be displayed by location.

STANDARDIZED SCREENING TOOLS are included in every EAPro360. Alcohol, Anxiety and Depression screenings are included.

WORKPLACE CONSULTATIONS enable EAPs to track a major service of an EAP – consultation to management about employees and services available.

AUXILIARY SERVICES cover another group of services that EAPs perform to Client Companies – Trainings, Critical Incidents, Projects.

REPORTING is a major component on EAPro360. There are standard reports which were developed with the purpose of demonstrating all of the services an EAP provides and not just the 'number' or utilization rate often used in the past. The reports were designed by outside report designers in order to present professional appearance to clearly demonstrate an EAPs value.

ATTACHMENT B

**SUPPORT SERVICES
FOR
SOFTWARE AND DATABASES**

PRICING FOR SUPPORT SERVICES ARE INCLUDED IN THE HOSTING FEES

1. The services listed below will be provided by the Software support staff between the hours of 8:00 A.M. to 6:00 P.M. (CST). Services for Internet access and data storage and backup are provided 24 hours per day 7 days a week.
2. The services listed below will be provided by the Software support staff on Software issues including:
 - A. Phone consultation on problems encountered;
 - B. Unique situations in ending the year or opening the year;
 - C. Responding to specific questions (i.e. explanations of various reports or how to access various reports);
 - D. Responding to specific error messages that are generated by the software;
 - E. Explanations of the type of data kept by the Software and how it can be accessed by different programs; and
 - F. Assistance with planning the Software's interaction with new hardware such as a new computer, new printers, new memory management software or windows.
3. These services do not include:
 - A. Specific consultation on EAP issues, managed care issues, or computer hardware consultation issues; or
 - B. Customizations or consultation on your own internal networking

HAI Service Level Agreement (SLA). During the term of the Hosting Agreement HAI will use reasonable efforts to achieve a Monthly Uptime Percentage of at least 99.5% for any calendar month. If HAI does not meet the SLA, and Customer's account with us is current, Customer will be eligible to receive the credits described below. HAI and Customer hereby agree as follows:

1. Definitions. The following definitions apply to this Addendum.
 - A. "Downtime" means the time in which any service listed above is not capable of being accessed or used by the Customer, as monitored by HAI. "Monthly Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month. "Exclusion from Downtime" The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage:
 1. Service unavailability caused by scheduled maintenance of the platform used to provide the applicable service (HAI will endeavor to provide seven days' advance notice of service-affecting scheduled maintenance); or
 2. Service unavailability caused by events outside of the direct control of HAI or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer's systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

2. Reporting Service events

- A. Customer agrees to make reasonable efforts to notify HAI of any service issues as soon as practicable after the time the issue occurs in order for HAI to:
1. determine if the cause of the issue is on HAI's network;
 2. work with Customer IT department to determine if there are any issues referenced in 1.A.a. or b. above; and
 3. to resolve the issue

3. Service Credits

- A. Credits are issued against upcoming payments. If HAI does not meet the SLA for a particular month of the ordered term. Upon approval of a claim, we will provide the applicable remedy set forth below:

Monthly Uptime Percentage	Service Credit
Over 99.0 % but under 99.5%	1% of the annual subscription fee
Over 98.5% but under 99.0%	2% of the annual subscription fee
Over 98.0% but under 98.5%	3% of the annual subscription fee
Under 98%	4% of the annual subscription fee

4. Claim Procedure

- A. To receive a service credit for a particular calendar month, Customer must submit a claim by email to the support team within 30 days of the end of the month during which the Service did not meet the SLA, and include the following information:
1. Customer name;
 2. the name, email address, and telephone number of the Customer's designated contact; and
 3. information supporting each claim of Downtime, including date, time, and a description of the incident and affected service, all of which must fall within the calendar month for which you are submitting a claim.

ATTACHMENT C
Conversion

The parties agree that the following data will be converted.

1. Company data for existing
 - A. Active companies
 - B. Inactive companies
 - C. Company Contacts
 - D. Documents
 - E. Notes
2. Staff records, notes and documents
3. Client
 - A. demographics
 - B. Documents attached to client files
4. Client contact information and notes
5. Case closing information and notes
6. Workplace Consultations
7. Critical Incidents
8. Trainings
9. Admin data
10. Promo data
11. Reminders
12. If Utilized
 - A. Scheduler if utilized
 - B. Assessments

HAI and CUSTOMER will review the following areas during the conversion process to determine how CUSTOMER wants them to be converted given the new format of **EAPro360®**.

13. Maintain drop downs
14. User defined fields for each company if appropriate

To assure the most accurate conversion of data, the parties agree to meet regularly to:

- A. plan any differences between the data fields and approaches of the software;
- B. consider any deletion of records over a given period of years since this can be accomplished during the conversion process.

ATTACHMENT D
Payment Terms

Total Costs

CUSTOMER agrees to pay HAI for the products and services as outlined below. The initial payment which states "Due at Signing" is due within 60 days of the first Invoice or 60 days from the signing of the Agreement, in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

Total Year One Fees

**PAYMENT SCHEDULE FOR IMPLEMENTATION OF
EAPRO360 (HAI HOSTING)**

DESCRIPTION	DUE AT SIGNING	DUE AT TRAINING	TOTAL
License(s) Purchase per Section I.A.	\$3,542.70	\$2,361.80	\$5,904.50
Set-up Fees	\$640.00		\$640.00
Conversion	\$3,500.00		\$3,500.00
Customizations	\$1,440.00		\$1,440.00
Training		\$2,125.00	\$2,125.00
Hosting and Support		\$7,840.00	\$7,840.00
TOTAL	\$9,122.70	\$12,326.80	\$21,449.50

Year One Implementation Fees

**PAYMENT SCHEDULE FOR IMPLEMENTATION OF
EAPRO360 (HAI HOSTING)**

DESCRIPTION	DUE AT SIGNING	DUE AT TRAINING	TOTAL
License(s) Purchase per Section I.A.	\$3,542.70	\$2,361.80	\$5,904.50
Conversion	\$3,500.00		\$3,500.00
Customizations	\$1,440.00		\$1,440.00
Training		\$2,125.00	\$2,125.00
TOTAL	\$8,482.70	\$4,486.80	\$12,969.50

Year One Hosting Fees

**PAYMENT SCHEDULE FOR IMPLEMENTATION OF
EAPRO360 (HAI HOSTING)**

DESCRIPTION	DUE AT SIGNING	DUE AT TRAINING	TOTAL
Set-up Fees	\$640.00		\$640.00
Hosting and Support		\$7,840.00	\$7,840.00
TOTAL	\$640.00	\$7,840.00	\$8,480.00

ATTACHMENT E
Fees



4972 Benchmark Centre Drive
Suite 200
Swansea, IL 62226

800-782-6785
618-632-3145
sales@hartingeap.com



PERPETUAL LICENSE - HOSTED AT HAI

Prepared for: Village of Northbrook EAP

(valid thru: July 30, 2023)

ONE-TIME FEES

USER LICENSES

4	Basic Package with Scheduler and Assessment Tools ¹ (\$1,200 each additional user)	\$8,435.00
	Subtotal for Software Licenses before Discount	\$8,435.00
	Less 30% Discount as a current Harting EAP customer	-\$2,530.50

Total for User Licenses with 30% Discount **\$5,904.50**

SERVICES AND SET-UP FEES

Setup Fees

Software and Hosting	\$640.00
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Services

Training - 6 hours on-site, including travel ²	\$2,125.00
---	------------

Conversion	\$3,500.00
------------	------------

Customizations (<i>estimate</i>) ³	\$1,440.00
---	------------

Total for Services and Set-Up Fees **\$7,705.00**

Total for 1-Time Fees for Licenses, Services & Set-Up Fees (30% Discount) **\$13,609.50**

ANNUAL HOSTING AND SUPPORT FEES⁵

4	Basic Package with Scheduler and Assessment Tools (\$1,960 each additional user up to 6)	\$7,840.00
---	---	------------

Total for Annual Hosting and Support Fees **\$7,840.00**

TOTAL DUE 1st YEAR (1-Time Fees and Annual Fees) **\$21,449.50**



MEMORANDUM

VILLAGE OF NORTHBROOK

BOARD OF TRUSTEES

TO: **BOARD OF TRUSTEES**

FROM: **CARA PAVLICEK, VILLAGE MANAGER**

DATE: **July 25, 2023**

SUBJECT: **A RESOLUTION APPROVING AN IGA WITH SCHOOL DISTRICT 225 FOR RECIPROCAL REPORTING**

Pursuant to the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) an Intergovernmental Agreement (IGA) has been prepared between the Village and Glenbrook High School District 225 which will authorize and encourage intergovernmental cooperation between Northbrook Police Officers and the Principal(s) of School District 225 as well as the District's Superintendent. The IGA is compliant with the Illinois School Code, 105 ILCS 5/10-20.14, the Illinois School Student Records Act, 105 ILCS 10/6, and the Juvenile Court Act of 1987, 705 ILCS 405/1-7(A) all of which inform the confidentiality of student records and law enforcement records of juveniles. The IGA establishes best practices in school safety related to procedures and protocols between the Northbrook Police Department and District 225, to allow reciprocal reporting as defined in the agreement to promote the safety and well-being of students and community residents.

The Board of Education for School District 225 has approved the agreement.

The Village and School District 225 have a long-term partnership which prioritizes the safety of our school children, teachers and school staff. The collaborative partnership includes the assignment to Glenbrook North High School of a full time School Resource Officer (SRO), funded thru District 225, who is certified by the Illinois Law Enforcement Training Standards Board in specific coursework related to both juveniles and school resource programs. Additionally, the current SRO is Crisis Intervention Team (CIT) Certified as well as an IHSA Coach. CIT Certification of a law enforcement officer is advance training related to mental health symptoms and conditions and de-escalation techniques when responding to an individual experiencing a mental health crisis. Assignment of a full time SRO to GBN is pursuant to a separate intergovernmental agreement (IGA) between a School District and Village which considers the size of student population in the school, the volume of extracurricular activities, and the need for crime prevention in the school. SROs can only be successful in reducing and preventing crime in schools when they have established a trusting relationship and open lines of communications with students, parents and teachers. The IGA for the SRO establishes the funding of the costs for the SROs salary and benefits.

Another key element of the collaboration with the Police Department is the Counseling Services Unit. Northbrook is proud to be a leader in providing counseling services through the Police Department for more than 35 years. Staffed with three full-time licensed clinical social workers, these members of the police department are trained civilians that provide crisis intervention, criminal court advocacy with victims of crimes, short-term counseling for police referred cases, information and referral and consultation to local schools, social service agencies and the faith-based community. Referrals are made by police officers who have had contact with individuals or families experiencing social, psychological

and/or behavioral problems. School personnel, local hospitals and community agencies that encounter individuals with problems of a high-risk nature can also refer to the Counseling Services Unit. Treatment services are offered to adults and children of all ages. There is no fee charged for these services. Advocacy is provided in criminal court for victims of domestic violence, sexual assault, child and elder abuse, and other types of violent crimes. Additional court services include advocacy with individuals involved in the mental health court or juvenile court systems.

The Agreement has been developed in consultation with legal counsel for each entity and thru the Superintendent, Village Manager and Chief of Police.

Resolution (ID # 6807)

BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

A Resolution Approving an IGA with School District 225 for Reciprocal Reporting

is hereby adopted, as follows:

Section 1. RECITALS.

Both the Board of Education of School District 225 (“**School District**”) and the Village of Northbrook (“**Village**”) are interested in fostering positive relationships with students, parents, and staff in an effort to promote safety and collaboration with law enforcement. The School District and the Village agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents.

The School District and the Village have determined that it is in their best interests to enter into an agreement to engage in reciprocal reporting (“**Agreement**”), which will authorize and encourage intergovernmental cooperation between Northbrook Police Officers and the Principal with Glenbrook North High School, District 225, as well as the Superintendent. The Agreement establishes best practices in school safety related to procedures and protocols between the Northbrook Police Department and School District, to allow reciprocal reporting as defined in the Agreement to promote the safety and well-being of students and community residents.

The Agreement is compliant with the Illinois School Code, 105 ILCS 5/10-20.14, the Illinois School Student Records Act, 105 ILCS 10/6, and the Juvenile Court Act of 1987, 705 ILCS 405/1-7(A), all of which inform the confidentiality of student records and law enforcement records of juveniles.

The School District and the Village are authorized to enter into the Agreement pursuant to the Illinois Constitution, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

The President and the Board of Trustees have considered the Agreement and determined that it is in the best interests of the Village and the public to enter into the Agreement.

Section 2. APPROVAL OF AGREEMENT.

The Agreement is approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and Village Attorney.

Section 3. AUTHORIZATION.

The Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Agreement only after receipt by the Village Clerk of at least two original copies of the Agreement executed by the School District; provided, however, that if such

executed copies of the Agreement are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Scheduled: 7/25/2023

ATTEST:

Village President

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF NORTHBROOK AND THE BOARD OF EDUCATION OF
GLENBROOK HIGH SCHOOL DISTRICT 225
PROVIDING FOR RECIPROCAL REPORTING BETWEEN
GLENBROOK NORTH HIGH SCHOOL
AND THE NORTHBROOK POLICE DEPARTMENT**

WHEREAS, both the Board of Education of Glenbrook High School District 225 (hereinafter "School District") and the Village of Northbrook (hereinafter "Village") are interested in fostering positive relationships with students, parents, and staff in an effort to promote safety and collaboration with law enforcement; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) authorize and encourage intergovernmental cooperation; and

WHEREAS, local police officers assist school districts in the preparation of educational and preventive programs related to community programs; and

WHEREAS, local police officers serve as a law enforcement-related resource; and

WHEREAS, the Illinois School Code, 105 ILCS 5/10-20.14, requires the school district-created parent-teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop "policy guideline procedures" to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, the School District and the Village have determined that it is in their best interests to enter into an agreement to engage in reciprocal reporting; and

WHEREAS, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records or information therein may be released, transferred, or disclosed except as permitted by the Student Records Act; and

WHEREAS, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7(A), juvenile law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been investigated, arrested or taken into custody before his or her 18th birthday is restricted to certain authorized persons specified in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, authorize school districts to release student records and information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of a court; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-5-9, authorizes school districts to disclose education records relating to attendance to any municipality that enforces, prosecutes, or adjudicates municipal ordinances that regulate truants or otherwise work with school districts to address truancy problems if the school district determines that such "disclosure will enhance the juvenile justice system's

ability to effectively serve, prior to adjudication, the student whose records are released" and receives written certification from the municipality that such information will not be disclosed to any party other than the parent or custodian of the student except as otherwise provided under law or order of court; and

WHEREAS, the Juvenile Court Act, 705 ILCS 405/1-7(A)(8) and 405/5-905, authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses; and

WHEREAS, the School District and the Village agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents; and

WHEREAS, the School District and the Village are authorized to enter into intergovernmental agreements pursuant to the Illinois Constitution, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and other good and valuable consideration, the School District and the Village hereby agree as follows:

POLICY REGARDING COOPERATION

The School District and the Village acknowledge that the purpose of this Agreement is to establish a reciprocal reporting agreement between the School District and the Police Department of the Village of Northbrook (hereinafter "Police Department"), regarding criminal offenses committed by students and instances of truancy.

PROCEDURE REGARDING THE RECIPROCAL REPORTING SYSTEM

Administrative Guidelines for Reciprocal Reporting of Criminal Offenses Committed by Students and Instances of Truancy

1. INFORMATION SHARING.

- A) The Superintendent of Schools (the "Superintendent") and Police Department's Chief of Police (the "Police Chief"), or their representatives, will arrange meetings, as needed, between school officials and individuals representing the two governmental units to share information allowed to be shared under the terms of this Agreement and the applicable law. The following additional people may be invited to these meeting: Teachers of the students in question, State's Attorney, and Juvenile Probation Officer.
- B) **GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN THE SCHOOL DISTRICT AND THE VILLAGE.** The Village and the School District shall share information as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14), 10-21.7 (105 ILCS 5/10-21.7), 10-27.1 A & B (105 ILCS 5/10-27.1A & 105 ILCS 5/10-27.1B), and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, all as currently drafted and hereafter amended.

- C) Confidentiality of Records and Criminal Activity Information. Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information and ensure that this information is not available to other employees, or any persons other than as authorized by this Agreement or by law. This Section and this Agreement is intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act 105 ILCS 10/6(a)(6.5), which authorizes a school district to release information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of a court. The School District accepts responsibility for the maintenance of confidentiality by its employees.

2. DESIGNATED REPRESENTATIVES.

- A) Within fourteen (14) days after the execution of this Agreement, the Superintendent shall provide the Police Chief with a list of administrators, identified by name and title, to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A) (8) of the Juvenile Court Act of 1987. The Police Department shall be under no obligation to provide information as discussed herein, except to the individuals named by the Superintendent as appropriate school officials.
- B) Within fourteen (14) days after the execution of this agreement, the Police Chief shall provide the Superintendent with a primary contact and at least two backup contacts who shall be considered the "Department Representative".
- C) The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of Appropriate School Official and Department Representative.

3. SCHOOL DISTRICT TO REPORT STUDENT CRIMINAL ACTIVITY.

The School District, acting through the Superintendent, Principals, or designees, will promptly report alleged or suspected criminal acts of students which occurred on school grounds, off school grounds at a school-sponsored activity, or against school personnel to the Department Representative, subject to any limitations imposed by law. To the extent such information constitutes school student record information, the School District will follow the procedures set forth in Section 5 below, and as otherwise required by law. Such criminal activity is intended to include, but is not limited to the following:

- (a) Fights or violent activity which might reasonably carry over into the community;
- (b) Abuse, neglect, lock-out and runaway situations; and
- (c) Other activities involving students which threaten the safety of students or community members off campus.

4. SCHOOL DISTRICT DUTY TO REPORT CERTAIN INCIDENTS.

The Superintendent and/or School Principal(s), or their designees, must report certain incidents involving firearms, drugs, forcible felonies, and attacks on school personnel, as set out below. When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.

- A) **School Superintendent.** The Superintendent (or his/her designee) is to immediately report the following to the Police Department:

(I) **Firearms.** Any verified incident involving a firearm in a school or on school-owned or leased property and on any transportation that is owned, leased, or used by the school for its students or school personnel. *See 105 ILCS 5/10-27.1A*, as amended.

(ii) **Drugs.** Any verified incident involving drugs in a school or on school-owned or leased property and on any transportation that is owned, leased, or used by the school for its students or school personnel. "Drugs" means "cannabis" as defined under subsection (a) of Section 3 of the Cannabis Control Act ([720 ILCS 550/3](#)), "narcotic drug" as defined under subsection (aa) of Section 102 of the Illinois Controlled Substances Act ([720 ILCS 570/102](#)), or "methamphetamine" as defined under Section 10 of the Methamphetamine Control and Community Protection Act ([720 ILCS 646/10](#)). *See 105 ILCS 5/10-27.1B*

(iii) **Forcible Felony.** Any forcible felony as defined in Section 2-8 of the Criminal Code ([720 ILCS 5/2-8](#)) (Sec. 2-8. "Forcible felony". "Forcible felony" means first-degree murder, second-degree murder, predatory criminal sexual assault of a child, aggravated criminal sexual assault, criminal sexual assault, robbery, burglary, residential burglary, aggravated arson, arson, aggravated kidnapping, kidnapping, aggravated battery resulting in great bodily harm or permanent disability or disfigurement and any other felony which involves the use or threat of physical force or violence against any individual.), as amended from time to time.

- B) **School Principal.** The School Principal (or his/her) designee) is to report the following to the Police Department.

(i) **Firearms.** Upon receiving a report from any school staff that they observed any person in possession of a firearm on school grounds, an immediate report of the incident must be made. If the person in possession of a firearm on school grounds is a student, the principal or his/her designee shall also immediately notify the student's parent or guardian. *See 105 ILCS 5/10-27.1A*, as amended.

(ii) **Attacks on School Personnel.** Immediately upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel, or educational support personnel. *See 105 ILCS 5/10-21.7*, as amended.

(iii) **Cannabis, Illegal Drugs, or Controlled Substances on or near School Grounds.** Immediately upon receipt of any report of any violation of the Cannabis Control Act or the Methamphetamine Control and Community

Protection Act or the Illinois Controlled Substances Act in a school, on school property, or within 1,000 feet of the school, or on any transportation used, owned or leased by the School District to transport students. *See 105 ILCS 127/1*, as amended.

(iv) **Forcible Felony.** Immediately upon receipt of any information regarding the commission of a forcible felony, as defined by the Illinois Criminal Code. *See 720 ILCS 5/2-8.*

(v) **Gang Activity.** Immediately upon receipt of any report of suspected gang activity.

5. SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT.

A) School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.*, as amended, and other applicable laws. The following exceptions permit the release of student records and information to the Police Department without parental consent:

(i) **Adjudication of Student by Juvenile Court.** School districts can release student records and information to the Police Department, upon request of the Police, when necessary for the discharge of their official police duties, prior to adjudication of the student and upon written certification from the Police Department that the information or records disclosed by the school, will not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6, as amended.

(ii) **Emergency Release of Information.** Records and information may be released to the Police Department if such information is needed by the Police Department to protect health or safety of the student or other persons, provided that the parents are notified as soon as possible of the information released, the date of release, the fact that the information was shared with the Police Department, and the purpose of the release. The factors to be considered in determining whether an emergency exists requiring the release of student information include:

(1) **Degree of Threat.** Seriousness of threat to health/safety of students or others;

(2) **Need.** Need for records to meet the emergency;

(3) **Police Involvement.** Whether the Police Department is in a position to deal with the emergency; and

(4) **Urgency.** Extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, amended; 23 IL. Admin. Code Sec. 376.60

- B) **Law Enforcement Records Not School Records.** It is recognized that the information maintained by law enforcement officers working in the school district are not student records. Such information shall be kept separate from and shall not become a part of the student's official school record. 105 ILCS 10/2(d), as amended.

6. POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT DATA WITH SCHOOL DISTRICT.

- A) The Police Department will comply with applicable state and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, the Department Representative will release information regarding students under the age of 18 as follows:

i) To the appropriate school official only if the Police Department believes that there is an imminent threat of physical harm to students, school personnel, or others. Any information provided in this paragraph shall consist of oral information only, and not written law enforcement records. The oral information shall be used solely by the appropriate school official or officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child.

ii) Inspection and copying shall be limited to law enforcement records transmitted to the appropriate school officials whom the Superintendent has determined to have a legitimate educational or safety interest in the Police Department. Law enforcement records subject to inspection and copying under this paragraph shall be limited to minors taken into custody for any of the following offenses:

- (1) any violation of article 24 of the Criminal Code of 1961 or Criminal Code of 2012;
- (2) a violation of the Illinois Controlled Substances Act;
- (3) a violation of the Cannabis Control Act;
- (4) a forcible felony as defined in section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012;
- (5) a violation of the Methamphetamine Control and Community Protection Act;
- (6) a violation of Section 1 or Section 2 of the Harassing and Obscene Communication Act;
- (7) a violation of the Hazing Act; or
- (8) a violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012.

- B) The information derived from the Police Department or law enforcement records, be the information oral or written, shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the appropriate school official or officials whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

7. SCHOOL DISTRICT MAY DISCLOSE EDUCATION RECORDS RELATED TO ATTENDANCE.

In the event that the Village enforces, prosecutes, or adjudicates any municipal ordinance that regulates truants within its jurisdiction or is otherwise working with the School District to address truancy problems, the Superintendent or School Principal, or their designee(s), may disclose education records relating to attendance to the Police Department if the following conditions are satisfied: (1) the School District determines that the disclosure of such attendance information will enhance the juvenile justice system's ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the Village certifies in writing to the School District that the disclosed attendance records will not be disclosed to any other individual or entity without prior written consent of the parent or custodian of the student, except as otherwise provided by State law.

8. POLICE DEPARTMENT DUTY TO REPORT DETENTIONS OF MINORS TO THE SCHOOL DISTRICT.

The Police Department shall report to the principal of the school the child attends whenever a child enrolled in the school is detained, as defined in the Juvenile Court Act of 1987 for 1) proceedings under the Juvenile Court Act of 1987, as heretofore and hereafter amended, 2) for any criminal offense, including illegal gang activity, or 3) any violation of a municipal or county ordinance. The report shall not include actual law enforcement records unless the Police Department is authorized to provide them. The report shall only include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and the status of proceedings. The report shall be updated as appropriate to notify the principal of the school the child attends of developments and the disposition of the matter. See 105 ILCS 5/22-20.

9. COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT.

Nothing in this policy and procedure is intended to limit or restrict the duty and authority of the School District to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District and law enforcement investigations, including but not limited to providing witness statements and testimony in juvenile or criminal adjudications, or in school discipline proceedings.

10. CAMERA ACCESS.

The School District will provide access to its live security camera feeds to its buildings in the event of a health or safety emergency. Access is strictly to allow Police Department tactical forces to become familiar with current conditions that underlie a health or safety emergency in the District's buildings. Civilian dispatchers may also access the security camera feeds if a 9-1-1 call has been received by dispatch reporting an immediate safety threat to the school and visual access to the building will aid dispatchers in performing their duties.

The parties' Information Technology staff will coordinate in advance to ensure the technology described in this section is enabled and fully functional for law enforcement purposes as established in this section, and that appropriate training is provided as needed at least annually to Police Department and School District employees who will be responsible for implementing remote access in the event of a health or safety emergency. The Police Department and the School District will conduct testing of this remote access at least two times during each school year. Testing and training will be initiated by the Police Department but remains a mutual responsibility of the parties.

11. OTHER TERMS

- A) **Term and Renewal.** This agreement shall immediately take effect on the date of its execution and shall be in full force and effect until one of the parties terminates the agreement as set forth below. Any prior agreements between the parties regarding the subject matter of this agreement, including but not limited to the "Memorandum of Understanding" dated December 15, 2014, are terminated upon execution of this agreement by the parties.
- B) **Termination.** This agreement may be terminated at any time upon (30) days advance written notice by either party. The parties additionally agree to make notice, in accordance with Section 11.L of this Agreement, of any intent to terminate this Agreement at least 10 business days prior to the public meeting in which either the Village Board or Board of Education intends to consider such termination.
- C) **Amendments and Modifications.** This agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by authorized representatives of the parties.
- D) **Information.** Information may be communicated verbally among the designees at any time deemed necessary by the designees unless otherwise prohibited by this Agreement or applicable laws.
- E) **Savings Clause.** If any provision of this agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this agreement shall remain in full force and effect.
- F) **Entire Agreement.** This agreement sets forth all the covenants, conditions, and promises between the parties. There are no covenants, promises, agreements conditions, or understandings between the parties, either oral or written, other than those contained in this agreement.
- G) **Governing Law.** This agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Terms as used in this document, which are not defined herein, shall be defined under the Juvenile Court Act of 1987.
- H) **Indemnification.** Each party to this agreement agrees to indemnify, defend, and hold harmless the other party, its elected officials, officers, employees, and agents, for any injury, liability, cost, expense, claim demand, judgment, or attorney's fees arising out of the disclosure and/or provision of law enforcement records or criminal activity information by the party disclosing and/or providing such law enforcement records or criminal activity information not in accordance with applicable law. Nothing contained herein shall be construed as prohibiting Police Officials and the School District, their commissioners, officers, agents, or their employees, from defending through the selection and use of their own agents, attorneys, and experts, and claims, actions, or suits brought against them.

Nothing contained in this section or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the Illinois Local Government and Governmental Employees Tort Immunity Act.

- I) **Illinois Freedom of Information Act.** The Parties agree to comply with all State and federal laws and regulations governing the release of records relating to this Agreement, including but not limited to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. The Parties will cooperate with each other with any request for public records made pursuant to FOIA by providing full access to and copying of all relevant records within a time period that allows the other Party to timely comply with the time limits imposed by FOIA. The obligations imposed by this section shall survive the termination of the other obligations imposed by this Agreement.
 - J) **Non Liability.** Police officials and the School District shall each utilize their best efforts to provide the information to be reported under this Agreement, but in no event shall either party be liable for the failure to provide such information, whether through inadvertence or otherwise.
 - K) **Relationship.** Nothing contained in this Agreement, nor any act of the Village or the School District, respectively, shall be deemed or construed by either of the Parties or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or the School District respectively.
 - L) **Notice.** Any and all notices required to be delivered hereunder shall be deemed delivered when personally delivered or mailed by registered or certified mail, return receipt requested, postage pre-paid; or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day to the parties as set forth below:

If to the School District: Superintendent, School District 225
3801 W. Lake Avenue
Glenview, IL 60026

With a copy to: John E. Fester
Himes, Petrarca & Fester
180 N. Stetson, Suite 3100
Chicago, IL 60601

If to the Village: Village Manager, Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

With a copy to: Steven M. Elrod
Elrod Friedman, LLP
325 N. LaSalle St., Suite 450
Chicago, IL 60654

Any party may change the name and address of the designee to who notice shall be sent by giving written notice of such change to the other party in the same manner as all other notices are required to be delivered. Notice as provided herein does not waive service of summons or process.

- M) **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

VILLAGE OF NORTHBROOK

By: _____
President

Attest: _____

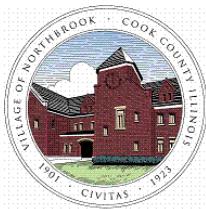
Date: _____

GLENBROOK HIGH SCHOOL DISTRICT 225

By: _____
Board President

Attest: _____

Date: _____



MEMORANDUM

VILLAGE OF NORTHBROOK

POLICE

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: CHRISTOPHER KENNEDY, POLICE CHIEF
DATE: JULY 25, 2023
SUBJECT: AN ORDINANCE PROVIDING FOR THE DISPOSAL OF SURPLUS PROPERTY/EVIDENCE

A review of the current inventory of property held by the Police Department has identified items which are related to cases that have been adjudicated and the victim no longer wishes them returned or are found property that belongs to an owner that cannot be located after all required measures have been taken. Pursuant to the Law Enforcement Disposition of Property Act, 765 ILCS 1030/0.01 *et seq.*, which establishes the Police Department to sell certain abandoned, lost or stolen or otherwise illegally possessed personal property six months after making a reasonable inquiry and efforts to identify and notify the owner or other person entitled to possession. Therefore, the items identified may now be categorized as "non-evidentiary" or "found property" without an owner and since it is not feasible for the Department to continue to store such property, this property is recommended for disposal in accordance with Section 2-193 of the Municipal Code.

The Code requires Village Manager approval to dispose of items with a value less than \$20,000 and Village Board approval for items with a value greater than \$20,000.

Additionally, on March 14, 2023, by Resolution 2023-36, the Village Board authorized an Agreement with PropertyRoom.com of Frederick, Maryland, to dispose of excess non-evidentiary and found property through an online auction platform. In order to streamline the process, the Police Department has prepared a list of the items to be disposed which are individually expected to be valued less than \$20,000 and have an aggregate value greater than \$20,000; therefore, Village Board approval is recommended. Subject to Village Board approval, the items identified in the attached inventory list will be picked up by the vendor as soon as possible for sale by auction.

All sale proceeds, minus applicable fees, will be returned to the Village. After roughly 120 days, any unsold items will become the property of PropertyRoom.com or will be destroyed. In regards to electronic items, all information will be removed from the item's memory by Police Department staff or PropertyRoom.com staff prior to their sale.

Staff will be in attendance at the Village Board meeting to answer any questions.

Ordinance (ID # 6790)

An Ordinance Providing for the Disposal of Surplus Property/Evidence

Passed by the Board of Trustees, 7/25/2023
Printed and Published 7/26/2023

Printed and Published in Pamphlet Form
by Authority of the
President and Board of Trustees
VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published on the date
stated above.

Village Clerk

Ordinance (ID # 6790)

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

An Ordinance Providing for the Disposal of Surplus Property/Evidence

shall be, and is hereby, adopted as follows:

Section 1. BACKGROUND.

After reviewing inventory held in the Police Department's property rooms, Police Department staff have noted an excess of property (approximately 12,000 items) that can be categorized as "non-evidentiary" or "found property" without an owner. These items are related to cases that have been adjudicated and the victim no longer wishes them returned or are found property that belongs to an owner that cannot be located after all required measures have been taken. Due to this excess inventory, there is currently very limited room to store any new evidence or found property.

The Village Board recently authorized, via Resolution 2023-36, an agreement with PropertyRoom.com of Frederick, MD ("Vendor") to handle the disposition of the department's surplus evidence/property inventory through an online auction platform. Police Department staff have prepared surplus items to be picked up by the Vendor as soon as possible. An inventory list of the items to be disposed is attached to this resolution as *Exhibit A*.

Section 2. DISPOSAL OF EQUIPMENT.

Pursuant to the Home Rule powers of the Village of Northbrook, the Illinois Municipal Code, 65 ILCS 5/11-76-4, and the Illinois Law Enforcement Disposition of Property Act, 765 ILCS 1030/3, those items in the Property Manifest attached as *Exhibit A* to this Resolution ("Surplus Property") have been determined to no longer be necessary or useful to the Village, and the best interests of the Village would be served by disposal of same.

Section 3. MANNER OF DISPOSAL

The Village Manager is hereby authorized and directed to transfer the Surplus Property to PropertyRoom.com for sale via its online auction platform. The sales shall be advertised and the auction conducted by the Vendor as provided in the previously authorized agreement. The Vendor shall return any sales proceeds to the Village as prescribed in the previously authorized agreement.

Section 4. ALTERNATE MANNER OF DISPOSAL.

In the event that any of the Surplus Property is not able to sell for the minimum sale price within 120 days, the Village Manager is authorized to allow the Vendor to dispose of the Surplus Property as the Vendor sees fit.

Section 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage and publication in the manner provided by law.

Scheduled: 7/25/2023

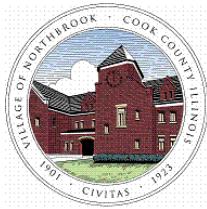
ATTEST:

Village President

Village Clerk

PropertyRoom.Com Manifest

2581-000001		2581-000006		2581-000013	
15-14832	065	aqua Louis Vuitton Purse	14-08640	001	Abercrombie & Fitch sweater
15-14832	070	black chanel purse	15-14832	111	Jeep emergency pack
15-14832	066	black guess mini backpack	15-14832	167	3 Ipads
13-12205	002	burberry wallet	2581-000007		
14-17519	004	gucci purse	11-01754	015	2 cpd pins, cpd pendant, silver chain
14-04436	001	black celine purse	2581-000008		
17-20013	001	brown michael kors wristlet	19-18641	001	gold hoop earings
15-05264	001	brown michael kors wristlet	14-09982	003	ring, bracelets, earings (costume)
13-09849	002	burberry wallet	13-00340	007	misc pieces of jewelry
17-02990	001	red stingray wallet	2581-000009		
14-10180	034	versace sunglasses	15-14832	153	misc necklaces, bracelets, pendants
2581-000002			2581-000010		
15-14832	148	earing & necklace	15-14832	122	misc costume jewelry
15-14832	125	bracelet, 2 pendants, ring, 1 earring, 2 broken chains, tie clasps	2581-000011		2581-000015
2581-000003			14-10180	037	Leopold GX3 range finder
15-14832	071	pins & misc costume jewelry	14-06860	003	Seagate Backup Plus desktop drive
15-14832	179	pins & misc costume jewelry	12-14585	007	2 Iphone cables
15-04398	002	misc pieces of jewelry	14-10257	003	Sony Vaio laptop
16-17583	001	chain with cross	14-06875	001	Garmin GPS & charging cord
2581-000004			19-14222	001	Samsun galaxy prime phone
14-10180	008	ring, blue center stone 2 baguettes	19-12695	001	Samsun galaxy prime phone
20-11388	001	mens wedding band	18-04811	001	256 GB iphone
17-10328	001	ring, oval center stone	12-14585	010	White iphone5
17-14609	001	white eternity band	12-14585	008	Samsung galaxy SIII
11-01754	016	ring, carnelian center stone with clear stones	12-14585	012	black iphone
18-01315	001	yellow ring, 6 green stones	12-14585	009	Samsung galaxy SIII
19-04592	001	yellow band, 7 clear stones	12-14585	011	black iphone
16-08550	001	white ring, large light aqua stone, small clear stones	13-05296	004	phone charger
2581-000005			17-03000	001	85w magsafe apple power adapter
15-14832	177	victorinox swiss army watch	2581-000012		
12-10290	004	mens j-gino watch	15-14832	170	Silver tea set
14-10180	032	mens daytona rolex	13-18536	002	LeCreuset frying pan



MEMORANDUM

VILLAGE OF NORTHBROOK

DEVELOPMENT AND PLANNING SERVICES

TO: CARA PAVLICEK, VILLAGE MANAGER
FROM: SWATI PANDEY, SENIOR PLANNER
DATE: July 25, 2023
SUBJECT: A PRELIMINARY REVIEW FOR A CHILD DAY CARE FACILITY AT 2990 DUNDEE ROAD

INTRODUCTION

On July 25, 2023 the Board of Trustees will conduct a preliminary review of an application filed by The Left Group, LLC (the "Applicant") as a potential owner and developer for Kiddie Academy (the "Tenant") on the property commonly known as 2990 Dundee Road (the "Subject Property") which is owned by William H. Apostolakis Revocable Trust (the "Owner"). The Applicant requests zoning relief to allow Kiddie Academy, a child day care facility as a tenant in the O-5 Restricted Office District.

The Subject Property:

- is zoned O-5 Restricted Office District;
- is located at the northeast corner of Dundee Road and Anthony Trail;
- contains an existing single story office building and parking lot;
- is surrounded by:
 - North: R-3 Single Family Residential; single family home
 - East: R-3 Single Family Residential; single family home
 - South: C-2 Neighborhood Commercial; sports facility
R-6 Multi-Family Residential; townhomes
 - West: O-2 Limited Office; multi-tenant office complex
- is designated as appropriate for Neighborhood Office uses in the Comprehensive Plan;
- is not located within the 100-year flood plain;
- is not located within a stormwater project area as identified in the Master Stormwater Management Plan;
- The Village's Bicycle and Pedestrian Plan identifies Dundee Road in front of the Subject Property for a future shared use path (facilities separated from roadways for use by bicyclists and pedestrians). Anthony Trail is not identified in the plan for bicycle and pedestrian infrastructure.

BACKGROUND INFORMATION

The Subject Property is a single-story vacant office building with a five-space parking lot along Dundee Road.

In 1992, Ordinance No. 92-39 granted approval to rezone the property from R-3 Single Family Residential to O-5 Restricted Office. The ordinance also granted a special permit allowing an insurance agency on the Subject Property. The insurance agency has ceased operations and the building is currently vacant. In 2017, Ordinance 2017-6 granted a special permit to expand the types of office uses that would be

permitted on the property, however, the property remains vacant. In 2021, the Property Owner completed exterior and interior building and parking lot improvements through the building permit process.

PROPOSED PLAN

The Applicant proposes removing the existing building on the Subject Property and constructing a new 10,500 square-foot single story building for a day care facility; a 7,200 square-foot outdoor play area; and parking lot. The Applicant has stated that Kiddie Academy will be tenant on the Subject Property with a minimum 20-year lease. A day care facility requires a special permit approval in the O-5 Restricted Office District. The attached narrative from the Applicant provides a detailed description of the proposed use for the Subject Property.

The proposed site plan shows two-way access on Dundee Road and Anthony Trail. The building is setback from the right-of-way and flanked by the parking lot along Dundee and surface detention area along Anthony Trail. The outdoor play area is located behind the building and consists of a covered gazebo, half basketball court, soccer field, and covered toddler play area.

Landscaping is shown along the right-of-way, interior parking lot, and foundation landscaping. A five-foot fence will be installed around the building, including the front of the building and enclosing the outdoor play area. A trash enclosure is shown on the proposed site plan in the front yard, which is not permitted and the Applicant will have to redesign to accommodate the trash enclosure elsewhere on the Subject Property, in compliance with the location requirements for the trash enclosure.

The Applicant has not submitted an elevation for the proposed development but has provided representational photos of an existing facility.

The facility shall serve children between the age of six weeks and 12 years of age; divided into seven different age groups with a total of 150 children within the facility. The Applicant has stated that the children will be walked-in and out of the facility by parents.

The proposed hours of operation are 6:30am – 6:30pm Monday through Friday; and closed on the weekend. The facility will be staffed by a total of 25 employees, with 22 employees typically present within peak hours. The parking requirement for a day care facility is 1 per employee plus 1 per 10 students. There are 30 parking spaces proposed on the Subject Property. Based on the data provided by the Applicant, a total of 37 spaces would be required for the proposed use per the Zoning Code. A parking variation of approximately 19% may be required for the Subject Property, where a maximum of 25% can be requested per Code. Parking will be reviewed in greater detail during formal application.

Stormwater detention requirements for necessary detention will be reviewed more thoroughly during a formal application process. The proposed site plan shows surface detention and the narrative states that an underground vault system will be used for stormwater management purposes as well.

No signage information for the proposed development has been submitted at this time, and will be reviewed at the time of formal application.

The proposed development appears to be in compliance with the bulk requirements of the Zoning Code, with the exception of front yard (due to the parking lot along Dundee) and rear yard (due to accessory structures to the north) variations.

The maximum lot coverage allowed in the O-5 district is 50%, which includes all impervious surfaces. A preliminary review of the proposed site plan shows that the proposed development does not comply with the lot coverage requirement in the O-5 district. The Village Board would want to opine whether a zoning relief should be granted for such requirement.

SUSTAINABILITY

A summary of the Village's Climate Action Plan (CAP) action items as it relates to the development proposal is attached. Tessa Murray, Sustainability Coordinator has drafted the attached Sustainability Addendum to this report, which goes into further detail on CAP items that are relevant to the Subject Property and the proposed plan.

ZONING RELIEF

- Special Permit for Child Day Care Services (SIC No. 8351.00) in the O-5 Restricted Office District;

- Front, Rear Yard and Lot Coverage Variations;
- Loading space variation from 1 to 0; and
- Parking variation of approximately 19%.

SUMMARY

In reviewing this request, we suggest the Board consider the following policy questions:

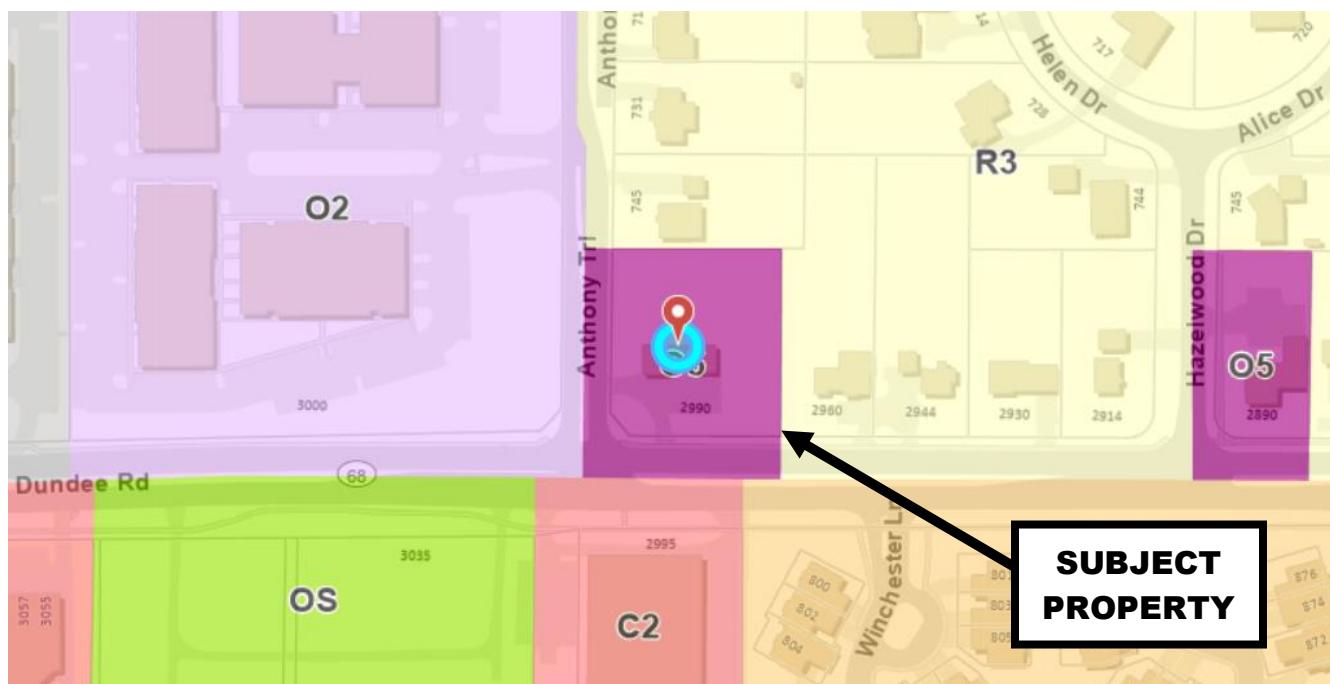
1. Is the proposed use appropriate on the Subject Property?
2. Is it appropriate to grant a special permit for a child day care on the Subject Property in the O-5 District?
 - a. If so, should there be any operational limitations?
3. Is it appropriate to grant variations for the front yard and rear yard?
4. Is it appropriate to grant an approximately 19% parking variation?

The Applicant and staff will attend the July 25 Board of Trustees meeting to answer any questions.

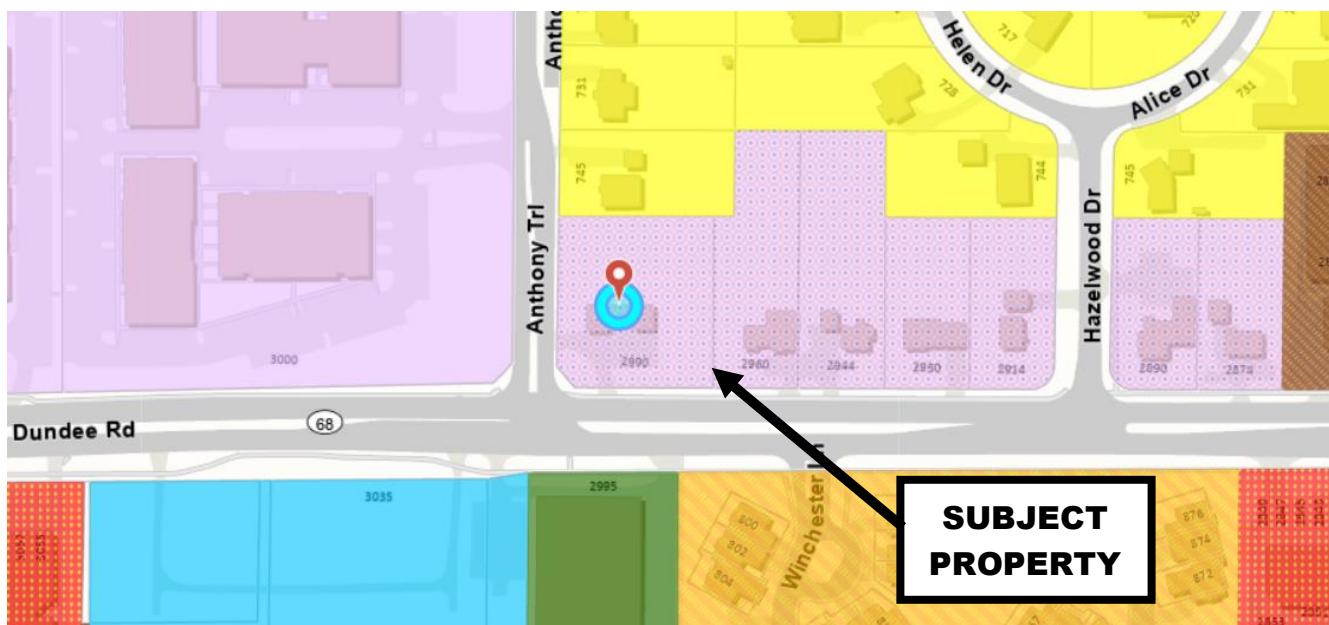
**PRELIMINARY REVIEW
PRE-23-09: 2990 DUNDEE ROAD
APPLICATION SUMMARY**

Applicant:	The Left Group, LLC
Site Location:	2990 Dundee Road
Requested Action:	Special Permit for Child Day Care; Yard variations; Parking variation
Proposal:	Child Day Care Center
Existing Zoning & Land Use:	O-5, Restricted Office District; Vacant Office Building
Surrounding Zoning & Land Use:	North: R-3 Single Family Residential; single family home South: C-2 Neighborhood Commercial; sports facility R-6 Multi-Family Residential; townhomes East: R-3 Single Family Residential; single family home West: O-2 Limited Office; multi-tenant office complex
Comprehensive Plan Designation:	Neighborhood Office

ZONING MAP

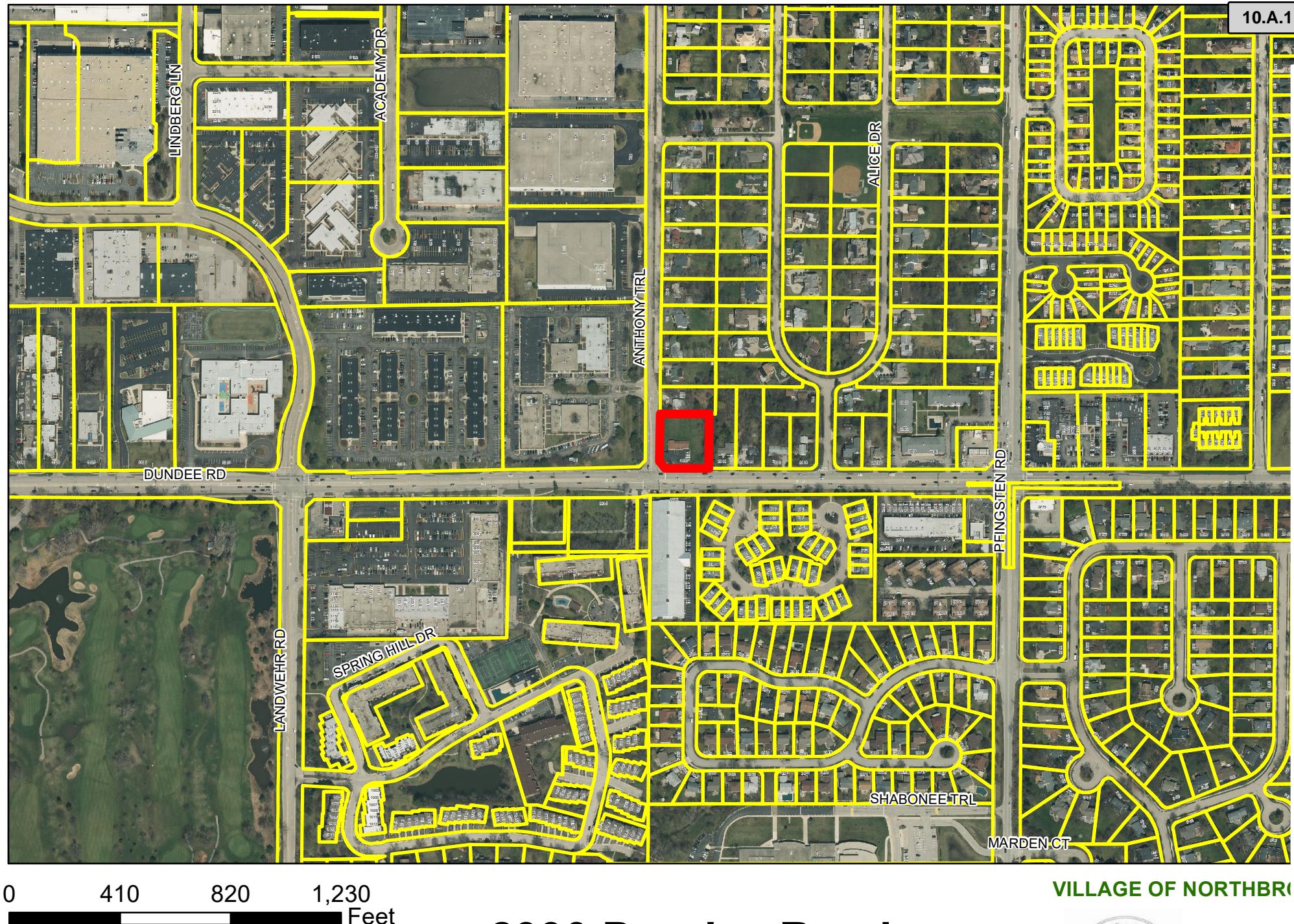


COMPREHENSIVE PLAN MAP



Legend

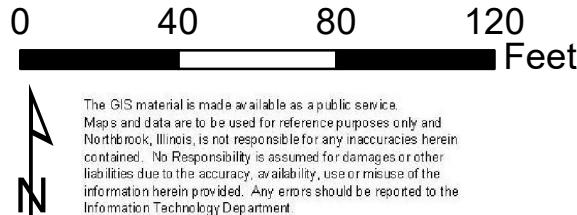
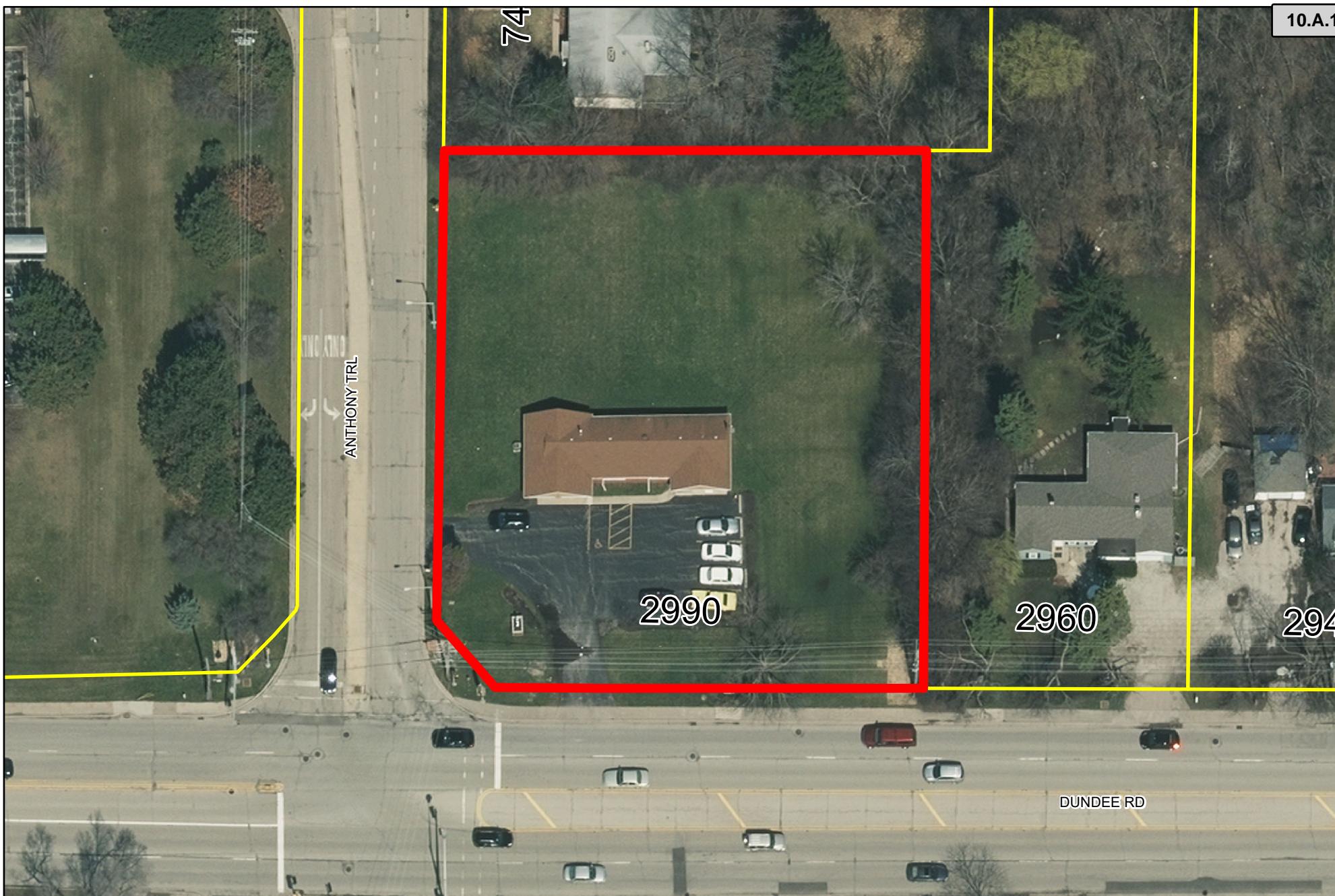
- [Green] Open Space & Outdoor Recreation
- [Yellow] Single Family
- [Yellow with dots] Single Family Large Lot
- [Orange] Multi-Family up to 6 DUA
- [Orange with diagonal lines] Multi-Family 6-9 DUA
- [Brown] Multi-Family 9-15 DUA
- [Dark Brown] Multi-Family over 15 DUA
- [Blue with diagonal lines] Senior or Special Residential
- [Blue] Government Facility
- [Light Blue] Institutional Facility
- [Light Purple] Neighborhood Office
- [Light Purple with dots] Neighborhood Edge 1
- [Light Purple with diagonal lines] Neighborhood Edge 2
- [Light Purple] Office - Professional
- [Pink] Office - Corporate/Corridor
- [Yellow with dots] Community Retail
- [Red] Major Retail
- [Red with diagonal lines] Industrial & Commercial Service
- [Grey] General Industrial, Warehouse & Office
- [Black] Major Industrial/Distribution
- [Purple] Transportation, Comm. & Utilities
- [Red with dots] Village Center Mixed Use
- [Red with diagonal lines] Techny Area Multi-Use
- [Yellow with diagonal lines] Major Corridor Multi-Use
- [Red with dots and diagonal lines] Techny Area



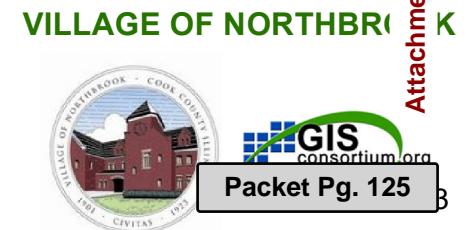
2990 Dundee Road

The GIS material is made available as a public service. Maps and data are to be used for reference purposes only and Northbrook, Illinois, is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided. Any errors should be reported to the Information Technology Department.





2990 Dundee Road







MEMORANDUM

To: Cara Pavlicek, Village Manager
From: Tessa Murray, Sustainability Coordinator
cc: Swati Pandey, Senior Planner
Date: July 25, 2023
Subject: PRE-23-09: 2990 Dundee – Kiddie Academy – Sustainability Addendum to Staff Report

Northbrook's Climate Action Plan (CAP) calls to foster sustainability and reduce 80% of community-wide carbon emissions by 2050 through strategic planning and action item implementation. With CAP adoption, development proposals are reviewed with respect to best environmental practices. Applicable action items from the CAP are listed below for all parties to consider during the preliminary review.

1) TRANSPORTATION AND LAND USE

1A: Consider inclusion of electric vehicle charging ports and reserve a percentage of parking spots for EV use.

1B: If 1A will not be realized, confirm whether development will include capabilities for future electric vehicle charging installation. Include conduit, wiring, electrical service panels, and power capacity near parking areas, terminated in outlets or junction boxes to meet demand for at least 2 EV charging ports.

1C: Reduce emissions associated with development, including employee commuting and business operations. Consider employee policy and/or signage to prevent unnecessary idling of vehicles.

2) BUILDINGS AND ENERGY

2A: Consider incorporating renewable energy installations to offset emissions generated from the development. Work with CPACE, Illinois Shines, or similar programs for incentives.

2B: If 2A will not be realized, reserve space for solar-ready roof zone, not less than 150 square feet exclusive of mandatory access or setback areas. Plan for structural design loads and electrical service to allow for future installation of a dual pole circuit breaker.

2C: Work with ComEd Energy Efficiency or similar programs for incentives to reduce energy demand of the development. Prioritize measures such as high performance HVAC, building envelope, and insulating windows with U-factors at .30 or lower. For best alignment with CAP goals, meet or exceed ASHRAE 90.1 minimum requirements and use 100% LED lighting and Energy Star rated appliances when applicable.

2D: Strive towards zero on-site fossil fuel combustion with usage of electric HVAC and water heating.

2E: Reduce urban heat island effect through measures such as "cool" roofs and reflective or permeable surfacing.

2F: Prioritize sustainable materials throughout development, such as maximizing recycled content, domestic production, and lower embodied carbon costs of materials. Commit to warm mix asphalt and low or zero-VOC paints, finishes, and laminates.

2G: Allow safe passage of birds through intentional building design and lighting. Exterior lighting should meet Dark Sky compliance with full cutoff shielding, warm color temperatures no greater than 3000 K, and

motion-sensor technology where appropriate. Consider window glass that minimizes bird disorientation.

3) WASTE MANAGEMENT

3A: Comply with Cook County's demolition requirements to divert 70% of construction debris through recycling.

3B: Provide organic waste and recycling services.

4) WATER AND WASTEWATER

4A: Use WaterSense and low-flow water fixtures where applicable.

4B: Control runoff with combination overland flow, detention, and infiltration strategies. For example, plant and maintain native wetland plants in detention area, and use permeable pavers for parking.

5) GREENSPACE AND ECOSYSTEM HEALTH

5A: Strive for inclusion of at least 70% native plant species for trees, shrubs, and grasses included in landscaping.



Village of Northbrook

PRELIMINARY REVIEW APPLICATION – ZONING & SUBDIVISION RELIEF**

Prior to applying for preliminary review of requested zoning and/or subdivision relief by the Village Board, the Applicant should schedule a meeting with the Department of Development & Planning Services to discuss the requested relief. (**Note: Applications for zoning relief from the Zoning Board of Appeals must use a different application form.)

The purpose of a preliminary review is to broadly acquaint the Village Board with the applicant's proposal and to provide the applicant with any preliminary views or concerns that members of the Board may have at a time in the process when positions are still flexible and adjustment is still possible. At the meeting at which the preliminary application is considered, any member of the Board of Trustees may make any comments, suggestions or recommendations regarding the preliminary application deemed necessary or appropriate by that member; provided, however, that no final or binding action shall be taken with respect to any preliminary application. Nothing said or done in the course of such review shall be deemed to create, or to prejudice, any rights of the applicant or to obligate the Village Board, or any member of it, to approve or deny any formal application following full consideration thereof as required by this Code.

The following materials are the minimum required for the processing of a preliminary review by the Village of Northbrook's Board of Trustees. There is no filing fee for the preliminary review; however, review of a submitted formal application will require payment of a filing fee(s). If you have questions regarding the completion of this process contact the Development & Planning Services Department at (847) 664-4050.

Current Property Owner Information

Legal Name: William H Apostolakis
Revocable Trust

Primary Contact: Rob Apostolakis
Address 80 PICARDY LANE
City, State, Zip Wheeling IL 60090
Phone No. 847-867-9922
Email rapostolakis@comcast.net

Applicant Information

Legal Name The Left Group LLC.

Primary Contact: Mike Kaspar & Lauren Flynn
Company
Address 151 Chicago Ave
City, State, Zip Clarendon Hills, IL 60514
Phone No. 708-310-0077 & 630-280-9713
Email mikek6601@gmail.com
THELEFTGROUP22@gmail.com

Property Information (if more than one parcel is involved in the request please include the information for all parcels)

Site Location/Address: 2990 Dundee Rd

Size of Property: 36,640 SF (square feet/acres)

Size of Building Space, if applicable: 1,881.125 SF (square feet)

Current Zoning¹: O-5

Current Use of the Property: Single Tenant Single Story Office Building

Village of Northbrook
PRELIMINARY REVIEW APPLICATION

REQUIRED MATERIALS FOR SUBMISSION

The Applicant must provide 1 hard copy, and 1 electronic copy, of the following information to Staff at least twelve (12) calendar days prior to the Village Board meeting date:

- If the Applicant is *not* the owner of the subject property, the current property owner must submit written authorization allowing the Applicant to pursue the requested action. This letter must be received by Village Staff prior to placing an item on the Village Board agenda.
- A written narrative explaining the request must be provided. The narrative must include:
 - o A description of the property as it exists today, including the use(s) on the property.
 - o A description of the proposed use of the property.
 - o A description of the proposed physical changes to the property, including site improvements and building improvements (if none are proposed, please state so).
 - o Include the following, if applicable:
 - Hours of operation.
 - Number of employees.
 - Number of existing and proposed parking spaces.
 - A list of other tenants in the building, if a multi-tenant building.
 - Are there any proposed outdoor activity or uses.
- A "sketch" plan outlining the proposed project must be provided. This plan will vary depending on the type of Application. Please contact Staff to determine what information should be included.

Please refer to the following page regarding Instructions for submitting the electronic copy of the application materials.



NORTHBROOK
Prelimi...ED.pdf

6/16/2023

To: Village of Northbrook

From: Rob Apostolakis for 2990 Dundee Rd., NBK

RE: Preliminary review Application - Zoning & Subdivision
Relief

Dear Village of Northbrook,

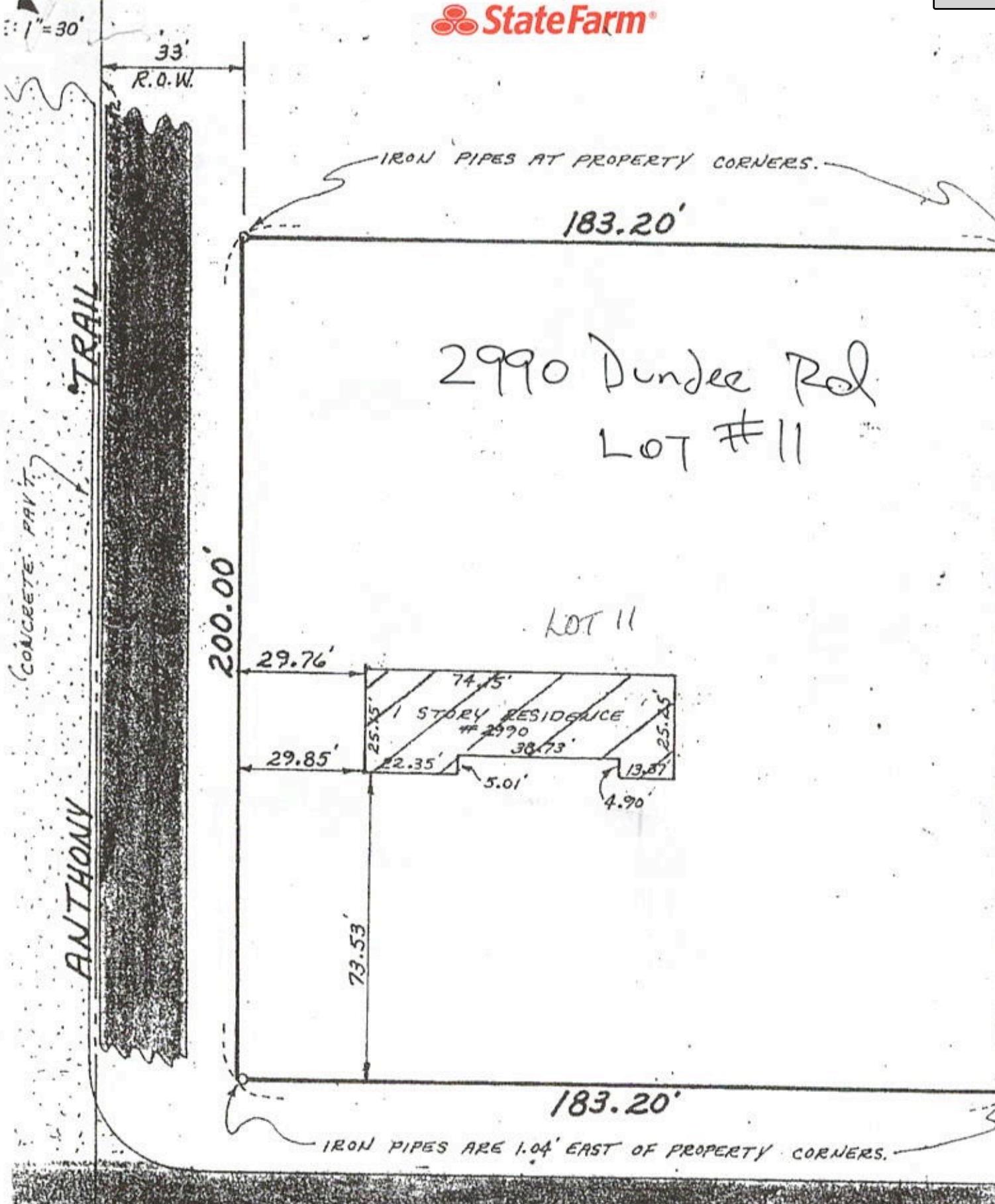
Please allow the applicant listed authorization
to pursue any action needed on the zoning
change needed to complete their project listed.

Thank you for all your help & please let us
know if we can assist in any way.

Robert Apostolakis
Robert Apostolakis

6/16/2023

Patricia Apostolakis
Patricia Apostolakis
6/16/2023



Attachment A.

PRELIMINARY REVIEW APPLICATION-ZONING & SUBDIVISION RELIEF

REVISION 1: JULY 11, 2023

TO: VILLAGE OF NORTHBROOK
ATTN: PLANNING & DEVELOPMENT SERVICES

PURCHASER/DEVELOPER: THE LEFT GROUP, LLC.
SUBJECT PROPERTY: 2990 DUNDEE IS ZONED O-5 RESTRICTED OFFICE.

DESCRIPTION OF THE PROPERTY AS IT EXISTS TODAY:

CURRENTLY THE PROPERTY IS IMPROVED WITH A PARKING LOT AND UNOCCUPIED OFFICE BUILDING

DESCRIPTION OF THE PROPOSED USE OF THE PROPERTY:

TO DEMOUSH THE EXISTING IMPROVEMENTS AND CONSTRUCT A NEW CHILD DAYCARE FACILITY, WHICH REQUIRES A SPECIAL USE PERMIT.

DESCRIPTION OF THE PROPOSED PHYSICAL CHANGES TO THE PROPERTY:

CONSTRUCT A NEW KIDDIE ACADEMY DAYCARE FACILITY CONSISTING OF A SINGLE STORY 10,500SF BUIDLING, AN APPROXIMATELY 7,200SF OUTDOOR PLAY AREA AND NEW PARKING AREA

OPERATIONAL CHARACTERISTICS:

- *HOURS OF OPERATION ARE MONDAY THRU FRIDAY EXCLUDING HOLIDAYS FROM 6:30 A TO 6:30 P*
- *STUDENTS ARRIVE AT VARIOUS TIMES IN THE MORNING AND ARE PICKED UP AT VARIOUS TIMES AT THE END OF THE DAY. PARENT(S) WALK THEIR CHILD INTO AND OUT OF THE FACILITY*
- *CHILDREN RANGE IN AGE FROM 6 WEEKS TO 12 YEARS OF AGE; CHILD COUNTS ARE BROKEN DOWN AS FOLLOWS- INFANTS, 24; TODDLERS, 25; 2 YEAR OLDS, 24; THREE YEAR OLDS, 20; FOUR YEAR OLDS, 20; FIVE YEAR OLDS, 20; SCHOOL AGE CHILDREN, 20. TOTAL COUNT APPROXIMATELY 150 CHILDREN*
- *THE FACILITY WILL EMPLOY APPROXIMATELY 25 PERSONS, PEAK COUNT IS 22 EMPLOYEES TYPICALLY, AND RANGES FROM 5 TO 22 EMPLOYEES DURING OPERATING HOURS*
- *THE NEW FACILITY WILL HAVE 27 PARKING SPACES INCLUDING TWO ADA ACCESIBLE SPACES*
- *THE NEW FACILITY IS DESIGNED AS A SINGLE TENANT BUILDING*
- *THERE WILL BE A FENCED, IMPROVED PLAY AREA ON THE NORTH PORTION OF THE PROPERTY ADJACENT TO THE BUILDING THAT WILL ACCOMODATE 20 PERSONS AT A*

TIME

- *THE BUILDING WILL BE A SINGLE-STORY STRUCTURE WITH MULTIPLE EGRESS POINTS BUILT IN ACCORDANCE WITH THE STATE OF ILLINOIS REQUIREMENTS AS WELL AS THOSE OF THE VILLAGE OF NORTHBROOK. THE PARKING AREA WILL BE ASPHALT*
- *THE DESIGN INTENT IS FOR THE PROJECT'S STORMWATER MANAGEMENT REQUIREMENTS TO BE ACHIEVED IN AN UNDERGROUND SYSTEM. WE UNDERSTAND THAT MWRD RUNOFF AND VOLUME CONTROL REQUIREMENTS WILL APPLY (DUE TO THE PARCEL BEING GREATER THAN 0.5 ACRES IN SIZE) AND ALSO THAT THE PROJECT WOULD BE CONSIDERED A "SMALL DEVELOPMENT" PER SECTION IV.J.7 OF THE VILLAGE'S ENGINEERING STANDARDS & SPECIFICATIONS (FOR WHICH 100-YEAR DETENTION REQUIREMENTS MAY BE WAIVED IF IMMEDIATE DOWNSTREAM FLOODING CONDITIONS WILL NOT BE SIGNIFICANTLY IMPACTED). WE WILL PLAN TO REVIEW THESE CONDITIONS WITH THE VILLAGE ENGINEER AT A LATER DATE AS NECESSARY TO ENSURE THAT ALL REGULATORY REQUIREMENTS ARE MET WITH THE PROPOSED STORMWATER MANAGEMENT DESIGN.*
- *THE SITE WILL BE LANDSCAPED AND LIGHTED (PHOTOMETRICS) PER THE VILLAGE OF NORTHBROOK REQUIREMENTS*

Archived: Wednesday, July 12, 2023 3:15:31 PM
From: [Mike Kaspar](#)
Sent: Wednesday, July 12, 2023 3:13:35 PM
To: [Pandey, Swati](#)
Cc: [TLG LLC](#)
Subject: Re: 2990 Dundee Rd Revised Submittal-Proposed Kiddie Academy
Importance: Normal

Hi Swati,

The parking count is 30 spaces total.

The perimeter fence is 5' tall, and it enclosed the East and West sides of the building and it is on the North property line connecting to the East and West sides and encloses the play area, indicated by a thicker dark line;

The building is a single story structure and it will not exceed the allowable height as per Village code;

The area of refuge is not covered. This is an area that persons can assemble in the event of an emergency;

These pictures are representative of the possible exterior design and finishes. You can also see the two open air gazebos with awning like covers.

Thank you!

Mike Kaspar
NevardRE
1.708.310.0077

On Jul 12, 2023, at 12:40 PM, Pandey, Swati <Swati.Pandey@northbrook.il.us> wrote:

Mike,

Per our discussion on the phone, please respond to the following questions:

- Confirm the total count of parking proposed on the site appears to be 30, the narrative states 27.
- Explain the 'Area of Refuge' - Is that a covered structure with roof over it? Is it enclosed? What is the purpose of this area?
- See the site plan attached and confirm the extent of the proposed property fence.
- Is the proposed building single story? What will be the building height? (O-5 district allows a maximum height of 26 feet)
- You may provide representational pictures of the building and/or the accessory structures to explain further details, if you wish.

Please respond by 10:00am tomorrow morning (7/13). Thanks!

Swati Pandey, AICP
Senior Planner of Development & Planning Services
swati.pandey@northbrook.il.us
Village of Northbrook | 1225 Cedar Lane | Northbrook, Illinois 60062
(t) 847-664-4052
www.northbrook.il.us

-----Original Message-----

From: TLG LLC <theleftgroup22@gmail.com>
Sent: Tuesday, July 11, 2023 4:39 PM
To: Pandey, Swati <Swati.Pandey@northbrook.il.us>
Cc: Mike Kaspar <mikek6601@gmail.com>; Mendel, Jonathan <Jonathan.Mendel@northbrook.il.us>; Kohlstedt, Michaela <michaela.kohlstedt@northbrook.il.us>
Subject: 2990 Dundee Rd Revised Submittal-Proposed Kiddie Academy

Good afternoon,

See attached for the revised submittal for 2990 Dundee Rd. Please let us know if you need anything else at this time, any further questions you may have, and next steps.

Thank you,

Lauren Flynn

<Fence.pdf>

Beware External Email - Think Before You Act

Archived: Thursday, July 13, 2023 11:02:29 PM
From: Mike Kaspar
Sent: Thursday, July 13, 2023 4:17:10 PM
To: Pandey, Swati
Cc: TLG LLC
Subject: Re: 2990 Dundee Rd Revised Submittal-Proposed Kiddie Academy
Response requested: Yes
Importance: Normal

Please see our responses below in **CAPS**

Mike Kaspar
 NevardRE
 1.708.310.0077

On Jul 13, 2023, at 3:28 PM, Pandey, Swati <Swati.Pandey@northbrook.il.us> wrote:

Mike – Please respond to the following:

- Do you know how long has the building/property been vacant? **WE WILL FIND OUT**
- Is TLG LLC the developer for the property? **OR AN AFFILIATED ENTITY TO BE NAMED**
- Will Kiddie Academy lease or own the property? **20 YEAR LEASE**
- Will the day care facility be closed over the weekend? **YES**

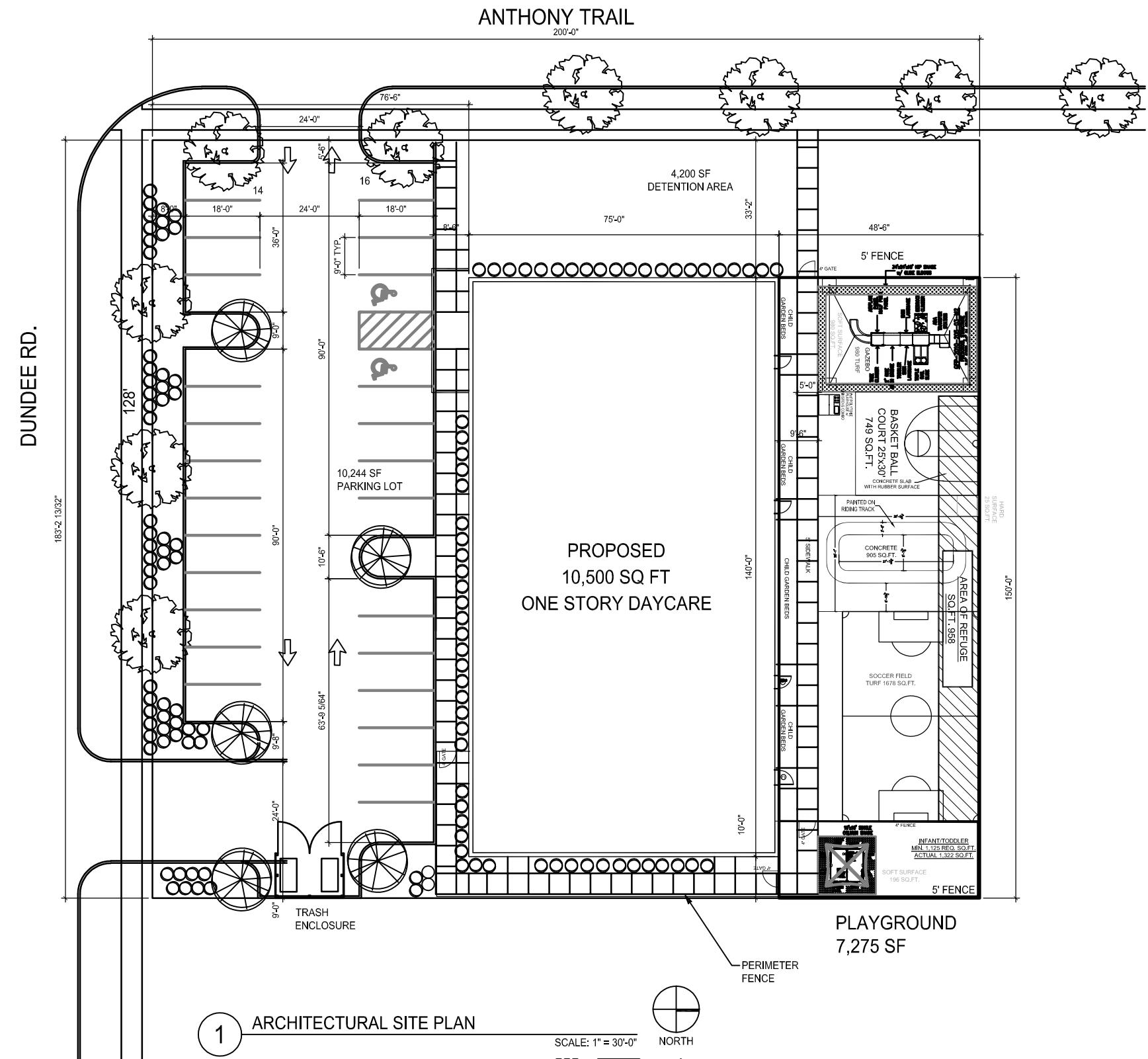
Thanks!

Swati Pandey, AICP
Senior Planner of Development & Planning Services
swati.pandey@northbrook.il.us
 Village of Northbrook | 1225 Cedar Lane | Northbrook, Illinois 60062
 (t) 847-664-4052
www.northbrook.il.us

From: Mike Kaspar <mikek6601@gmail.com>
Sent: Wednesday, July 12, 2023 3:12 PM
To: Pandey, Swati <Swati.Pandey@northbrook.il.us>
Cc: TLG LLC <theleftgroup22@gmail.com>
Subject: Re: 2990 Dundee Rd Revised Submittal-Proposed Kiddie Academy

Hi Swati,

The parking count is 30 spaces total.



 SHA <small>Schroeder & Holt Architects</small>	PROJECT:		DATE:	07-06-2023
	KIDDIE ACADEMY - 2990 DUNDEE RD.		JOB NO:	
	LOCATION:		DRAWING NUMBER:	
	NORTHBROOK, ILLINOIS			A-1



